



17-1041 No. 17

Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13773

Upon motion of Supervisor Salinas, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a Standard Agreement created by Request for Proposals (RFP) No. 10614, Religious Services for the Monterey County Jail, with Prison Ministry of America, for the Sheriff's Office for a term from date of signing (11/8/2017 estimated) to November 7, 2020 in the amount of \$234,086; and
- b. Authorized the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to sign up to two (2) future amendments to the agreement where the amendment does not significantly change the scope of work, and where the amendments in total do not increase the contract value more than 10% of total (\$23,409) for a revised not to exceed maximum contract cost of \$257,495

PASSED AND ADOPTED this 7th day of November 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting November 7, 2017.

Dated: November 13, 2017
File ID: 17-1041

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Danise Hancock
Deputy

AGREEMENT BETWEEN COUNTY OF MONTEREY AND PRISON MINISTRIES OF AMERICA

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Prison Ministries of America, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10614) for Religious Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10614 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10614. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP # 10614 dated June 8, 2017, including all attachments (Exhibit C)

CONTRACTOR'S Proposal dated July 17th, 2017

Exhibit A – Additional Terms

Exhibit B – Religious Services Manual

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10614, CONTRACTOR'S Proposal, including all attachments and exhibits.

- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 2.2 The Scope of Work includes, but is not limited to the following:
- 2.2.1 CONTRACTOR shall provide a variety of religious services (multi-religious, multi-faith and non-denominational) for all male and female inmates at the JAIL; and
- 2.2.2 CONTRACTOR shall ensure the RELIGIOUS SERVICES provided meet the needs of the diverse inmate population of the JAIL, located at:
Monterey County Jail
1410 Natividad Road
Salinas, CA 93906
- 2.2.3 RELIGIOUS SERVICES must be provided in a group and individual settings, Taking into consideration the needs of the JAIL for safety and security, individual inmate being served, etc.; and
- 2.2.4 CONTRACTOR is responsible for the coordination and delivery of all RELIGIOUS SERVICES, classes and activities within the JAIL for all male and female inmates. This includes conducting and/or arranging of religious services, study, and counseling (grief, pre-marriage, family, etc.) by qualified and

- credentialed religious leaders and representatives of various organized religions to ensure the diverse spiritual needs of the JAIL inmate population is met on a voluntary basis; and
- 2.2.5 CONTRACTOR shall assess inmates for their individual religious needs through questionnaires and/or other individual assessments; and
 - 2.2.6 CONTRACTOR shall value all religious beliefs equally and accord their practice equal status and protection; and
 - 2.2.7 CONTRACTOR shall provide religious services and support for all inmates on a volunteer basis of the inmate, regardless of age, race, religion, color, sex, gender identity, sexual orientation, national origin, disability, ethnic background, creed, economic status, political belief, criminal charges, sentence or any other protected status under the United States and State of California Constitutions; and
 - 2.2.8 CONTRACTOR shall provide inmates who are members of a specific religion or based upon an inmate's request, RELIGIOUS SERVICES for that particular religious belief. This may include the use and coordination of outside religious leaders and/or religious volunteers who are members of that specific religion and/or church, to provide the requested RELIGIOUS SERVICES; and
 - 2.2.8.1 CONTRACTOR will arrange for qualified and credentialed outside religious leaders and/or religious volunteers to visit and provide RELIGIOUS SERVICES to inmates based upon the inmate's request for services. Under no circumstance shall the CONTRACTOR attempt to dissuade an inmate from requesting religious services based upon the complexity of the task of arranging for an outside religious provider; and
 - 2.2.9 CONTRACTOR shall provide services to inmates desiring pastoral care and support without any religious preferences; and
 - 2.2.9.1 Inmates not wishing to participate in religious counseling or services will not be exposed to such activities; and
 - 2.2.9.2 CONTRACTOR shall coordinate and facilitate religious based study classes, religious services (multi-religious, multi-faith and non-denominational) on a weekly basis for all male and female inmates at the JAIL; and
 - 2.2.9.3 CONTRACTOR shall aid with referrals and access to community based religious services as requested by an inmate preparing for reentry into the community; and
 - 2.2.9.4 CONTRACTOR shall provide the COUNTY with updated and current staff roster and schedule(s) of all planned RELIGIOUS SERVICES activities; and
 - 2.2.9.5 CONTRACTOR shall conduct quarterly audits and evaluations of RELIGIOUS SERVICES delivery. CONTRACTOR shall present and explain quarterly audits and evaluations to the COUNTY; and
 - 2.2.9.6 CONTRACTOR shall recruit, develop, train, and supervise their employees and any volunteers utilized to provide RELIGIOUS SERVICES; and
 - 2.2.9.7 CONTRACTOR shall make daily visitations (7 days a week) throughout the JAIL providing RELIGIOUS SERVICES to inmates, as requested and

deemed appropriate, subject to the safety and security needs and schedules of the JAIL; and

2.2.9.7.1 Individual RELIGIOUS SERVICES shall be conducted in the RELIGIOUS SERVICES office, available classroom, interview room or other COUNTY approved area.

2.2.9.7.2 Group RELIGIOUS SERVICES may be conducted in a classroom, housing unit or other COUNTY approved area.

2.2.9.8 CONTRACTOR shall only provide JAIL approved religious materials, information, symbols, or counseling services in a timely manner based upon inmate's request, or referrals made by staff on behalf of an inmate(s).

2.2.9.8.1 COUNTY will review and approve all religious materials based on safety, security and budget without consideration of religious legitimacy; and

2.2.9.9 CONTRACTOR shall work cooperatively with all COUNTY offices, services, staff, inmates, and their families, visitors, other contractors and guests of the COUNTY to enable the SHERIFF'S OFFICE to provide the highest level of service possible. Creativity, efficiency and productivity are strongly encouraged. All efforts to treat others fairly, honestly and with respect are important to everyone. CONTRACTOR is required to access and maintain confidential information, systems, etc., and must maintain strict confidentiality; and

2.2.9.10 CONTRACTOR shall, upon receipt of an inmate request, forward Inmate marriage request to appropriate Jail Commander.

2.2.9.10.1 CONTRACTOR shall respond to crisis and emergency situations within the JAIL when summoned by the COUNTY; and

2.2.9.10.2 CONTRACTOR shall maintain records of duties performed (i.e. worship services, religious classes, study groups, counseling sessions, number of religious volunteers and volunteer hours provided, etc.) in a manner and format as requested by COUNTY; and

2.2.9.10.3 CONTRACTOR shall prepare and explain services provided on a monthly progress report and submit to COUNTY; and

2.2.9.10.4 CONTRACTOR shall, consistent with applicable law, inform the Program Manager within one (1) business day of any personal issues which would reasonably be expected to impact the level of service or undermine the integrity of the goals of RELIGIOUS SERVICE; and

2.2.9.10.5 CONTRACTOR shall cooperate with any evaluation and/or audit and allow complete access to RELIGIOUS SERVICES, staff, volunteers, activities, records, etc. for the purpose of fulfilling any COUNTY mandate; and

- 2.2.9.10.6 CONTRACTOR shall immediately notify the COUNTY of any problems that would jeopardize public safety or an inmate's continuation in RELIGIOUS SERVICE, including:
 - a) Failure to demonstrate respect during RELIGIOUS SERVICES
 - b) Being under the influence of drugs or alcohol
 - c) Any other behavior(s) that are unmanageable, disruptive, threatening, or might pose a safety risk.
- 2.2.9.10.7 CONTRACTOR shall attend at a minimum, quarterly training provided by COUNTY.
- 2.2.10 CONTRACTOR shall supply all office supplies, copier access, paper, postage and other needed equipment not listed below in Section 2.3.5 as part of CONTRACT.
- 2.2.11 CONTRACTOR agrees to abide by all COUNTY Information Technology policies and practices regarding usage of equipment provided in Section 2.3.5 below.

2.3 COUNTY RESPONSIBILITIES

- 2.3.1 COUNTY shall notify RELIGIOUS SERVICES regarding an inmate's ability to participate in services, based on the inmate's classification status, safety and security of the JAIL, etc.; and
- 2.3.2 COUNTY shall reserve sole right to set target population parameters; and
- 2.3.3 COUNTY shall provide CONTRACTOR the location(s) to provide services within the JAIL
 - 2.3.3.1 Primary location for the program is the JAIL, located at:
1410 Natividad Road
Salinas, CA 93906
- 2.3.4 COUNTY shall be responsible for the following at the location provided to the CONTRACTOR during the course of service delivery at the JAIL:
 - 2.3.4.1 Electricity, water, sewer and latrine access
 - 2.3.4.2 COUNTY shall create an area (tab) in TracNet or another database to reflect RELIGIOUS SERVICES data, stats, evaluations. This shall be the preferred method of recording all program data.
 - 2.3.4.3 COUNTY shall supply one (1) computer and monitor, one (1) printer, one (1) Telephone with Voice Mail box and long distance access; two (2) two way radios, One (1) office with key lock and two (2) keys, one (1) desk, one (1) chair, two (2) separate TracNet /CLETS licenses, and one (1) county email account for usage. Any requests for additional services or equipment will be charged to the CONTRACTOR at current COUNTY costs.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the **signing of the AGREEMENT through and including September 30, 2020, with the option to extend the AGREEMENT for two (2) additional one (1) year periods.** County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the the following address: Monterey County Sheriff's Office
Fiscal Division:
1414 Natividad Road
Salinas, Ca 93906 or submitted electronically to
MCSOSheriffFiscal@co.monterey.ca.us
- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's

Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the

performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 FORCE MAJEURE

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 14.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

15.0 TRAVEL REIMBURSEMENT

- 15.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

16.0 NON-APPROPRIATIONS CLAUSE

- 16.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

17.0 BACKGROUND CHECKS

- 17.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 17.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 17.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

17.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

18.0 WARRANTY BY CONTRACTOR

- 18.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

- 19.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

20.0 DAMAGE

- 20.1 The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

21.0 NOTICES

- 21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this

AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derm@co.monterey.ca.us

TO CONTRACTOR:

Name: Mark Maciel, Executive Director
Address: Prison Ministry of America, Inc.
8129 Somerset Blvd.
Paramount, CA 90723
Tel. No.: (562) 531-0117
FAX No.: (562) 531-2269
Email: pmausa03@yahoo.com

22.0 LEGAL DISPUTES

- 22.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 22.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 22.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 11-15-17

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 11-12-17

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: 10/6/17

CONTRACTOR

By: [Signature]

Signature of Chair, President, or
Vice-President

Mark Maciel, President / Executive Director

Printed Name and Title

Dated: 09/29/2017

By: [Signature]

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Brenda McDonough, Secretary

Printed Name and Title

Dated: 09/29/2017

County Board of Supervisors' Agreement Number: _____.

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Prison Ministry of America, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide religious services and counseling for inmates of the Monterey County Adult Detention Facility, in accordance with the manual attached to this document as Exhibit B and Request for Proposals documents, attached as Exhibit C.

The Corrections Bureau, Program Manager is the contract manager for services provided under this contract.

A.2 Reports

Monthly reports of services provided shall be provided by Contractor to County Inmate Programs Director and County Detention Captain. Reporting shall be in format agreed upon and approved by County Inmate Programs Director.

A monthly roster of all Program Volunteers shall be prepared and submitted to County Inmate Programs Director.

Volunteers or staff leaving the program shall be reported immediately to County Inmate Programs Director. All identification badges issued must be returned to Program Director.

All clerical and data entry work needed to produce reports shall be performed by Contractor.

Vendor: Prison Ministry of America
Amount: \$235,000.00
Term: 10-15-2017 to 10-14-2020

EXHIBIT-A

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$235,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Year One:	Start of Contract date to 12 months after	\$76,076.19*
Year Two:	12 months following Year One	\$78,009.10
Year Three:	12 months following Year Two	\$80,000.00

*Contract is a three-year contract, with two (2) one (1) year extensions possible.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

Contractor shall reimburse County for all costs of Contractor's employee background clearances done by County. Costs of all backgrounds done on volunteers shall be paid by the County.

County shall not reimburse of any purchases or expenses made in excess of Annual Amount. This is an all-inclusive amount per year.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

Vendor: Prison Ministry of America
Amount: \$235,000.00
Term: 10-15-2017 to 10-14-2020

EXHIBIT-A

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Vendor: Prison Ministry of America
Amount: \$235,000.00
Term: 10-15-2017 to 10-14-2020

MONTEREY COUNTY SHERIFF'S OFFICE, CORRECTIONS BUREAU

RELIGIOUS SERVICES MANUAL

TABLE OF CONTENTS

FACILITY ACCESS

REQUIRED BACKGROUND SECURITY CHECK	1
APPLICATION PROCESS	1
SPECIAL EVENTS	2
SUPERVISION OF RELIGIOUS VOLUNTEERS	2
ENTRY RESTRICTIONS	3

GENERAL SECURITY REGULATIONS FOR RELIGIOUS COORDINATOR AND OUTSIDE CLERGY

CONTRABAND	3
CRITICISM	3
PROFESSIONALISM	4
DRESS CODE FOR RELIGIOUS PROVIDERS	4
FRATERNIZATION/PHYSICAL CONTACT	4
INMATE COMPLAINTS	5
INMATE MARRIAGES	6
INMATE PERSONAL PROPERTY	6
ITEMS ACCEPTED FROM INMATES	6
ITEMS PROVIDED TO INMATES	6
KEY AND EQUIPMENT SECURITY	7
LEGAL MATTERS	7
MONETARY TRANSACTIONS	7
POSTAGE	7
COUNTY EQUIPMENT	7
SEARCHES	8
BUSINESS CARDS	9
SHERIFF'S LETTERHEAD	9
USE OF SHERIFF'S OFFICE OFFICIAL TITLE AND ADDRESS	9
SHERIFF'S OFFICE POLICY MEETINGS/EVENTS	9
SMOKING PROHIBITION	9
SOLICITATION OF FUNDS	9
TELEPHONE USE	10
EMERGENCY PROCEDURES	11
OUTSIDE CLERGY VISITS	11
CLERGY VISITS IN THE ATTORNEY ROOM	12
RELIGIOUS SERVICES	13
VOLUNTEER ORGANIZATIONS	14

RELIGIOUS COORDINATOR.....	15
VOLUNTEER	17

MISCELLANEOUS REGULATIONS

CHURCH COORDINATION.....	18
MINISTERING.....	18
TEACHING.....	19
INMATE INTERVIEWS.....	20
RELIGIOUS COUNSELING.....	21
STAFF RELATIONSHIPS	21
MONTHLY REPORTS	22
TIME COMMITMENT	22
VACATION AND SICK LEAVE	22
PUBLIC RELATIONS.....	22
RELIGIOUS DIET REQUESTS.	22

MEDICAL FACILITIES OFF SITE: POLICIES AND PROCEDURES FOR RELIGIOUS COORDINATORS

POLICIES.....	23
PROCEDURES	23

FACILITY ACCESS

REQUIRED BACKGROUND SECURITY CHECK

Religious Coordinator /Outside Clergy and Religious Volunteers will be admitted to the County Jail facility only after successful completion of a warrant and record check. Persons who fall within the following criteria will not be admitted:

Persons who:

- have outstanding arrest warrants
- are currently on parole
- have been incarcerated in any facility within the last three years
- have used illegal controlled substance within the last three years
- are currently being treated for a psychiatric disorder
- have been arrested for murder
- have been convicted of a weapons law violation
- have been convicted of a sex crime
- currently have a relative incarcerated in the Monterey County Jail

APPLICATION PROCESS

Outside Clergy or Religious Volunteer applicants must submit a completed application to the Program Director, whose office is located in the Rehabilitation Wing. The Religious Coordinator, Outside Clergy and Religious Volunteer applicants must meet the criteria job description included in this manual. Background checks normally require 30 days for processing.

The Religious Coordinator must successfully pass the required background check, complete the general orientation, attend facility training, and pass a 90-day evaluation period. It is mandated that the Religious Coordinator receive yearly training.

A Religious Volunteer who successfully passes the required background check will be placed on the Religious Coordinator's list of approved volunteers, which is updated monthly.

SPECIAL EVENTS

1. Before making plans for any special program, the Religious Coordinator should check with Program Director to see if the special event is in accordance with MCSO Policies.
2. A memo should be faxed to the Program Director at least ten (10) working days prior to the event. The memo must list the person(s) involved as follows:
 - Full Name
 - California Driver's License Number
 - Date of Birth

Also, list the date, time, location, and the type of event.

This procedure **will** not be used to circumvent existing procedures for listing approved entry applicants.

SUPERVISION OF RELIGIOUS VOLUNTEERS

Religious volunteers are under the direct supervision of the Religious Coordinator and the Program Director. The Religious Coordinator must ensure that all volunteers follow established rules and procedures. Should the Religious Coordinator become aware that a volunteer's conduct, activity, message, or sermon is agitating, or could precipitate an inmate disturbance, he/she must immediately intercede and terminate the activity.

The Religious Coordinator, in conjunction with the Programs Unit will conduct quarterly meetings with the volunteers to discuss any facility procedures and problems.

ENTRY RESTRICTIONS

The Religious Coordinator, Outside Clergy, and religious volunteers will be issued Monterey County Sheriff's Office identification badges. These badges are for identification only and do not control access throughout the facility. All parties must be escorted by deputies while moving through the facility.

The Religious Coordinator/Outside Clergy and volunteers must not enter any restricted areas. The Religious Coordinator is expected to learn and familiarize his/her self with area access restrictions at the facility in which they are assigned.

UNAUTHORIZED ENTRY INTO A FACILITY AS WELL AS INTO RESTRICTED AREAS WITHIN ANY FACILITY, MAY RESULT IN LOSS OF ENTRY PRIVILEGES TO ALL FACILITIES AND PERMANENT SUSPENSION OF PARTICIPATION IN ANY RELIGIOUS COORDINATORCY ACTIVITY WITH THE MONTEREY COUNTY SHERIFF'S OFFICE FACILITY.

GENERAL SECURITY REGULATIONS FOR RELIGIOUS COORDINATORS

CONTRABAND

Many items which are considered harmless and insignificant in the outside community are classified as contraband within the County Jail system. Items which could constitute a security hazard if lost or stolen by the inmates can be taken by escort deputy. Questionable items must be presented to Deputy personnel for inspection prior to entering secured areas. *Absolutely no cell phones are allowed.*

CRITICISM

The Religious Coordinator will not criticize the Sheriff's Office, its staff and other religions or denominations in any way.

The Religious Coordinator is expected to show tolerance and respect for the beliefs and practices of religions other than their own. The Religious Coordinator is expected to further the Mission and adhere to the Core Values of the Sheriff's Office.

The Religious Coordinator and Outside Clergy must maintain proper demeanor with all inmates in custody and will perform their duties in a mature, professional manner.

The Religious Coordinator is expected to maintain a professional appearance in dress and grooming standards.

PROFESSIONALISM

A professional Religious Coordinator is a person who meets all the criteria cited in the Religious Coordinator's Manual. In addition, the person must present an outward demeanor that is in line with the standard set by the Sheriff's Office. The Religious Coordinator articulates the message of their belief in a way that will not offend the members of any other group. This does not mean that they cannot answer questions about the differences between religions, but must do it in a way that will not affront the belief of others.

DRESS CODE FOR RELIGIOUS COORDINATOR and OUTSIDE CLERGY

1. Appropriate business attire is required in order to minister in the Monterey County Jail. Outside Clergy and religious volunteers will wear business casual attire, no holes, and presentable, clerical collar if necessary, and a clean dress shirt. All clothing must be neat and clean.
2. The Religious Coordinator and Outside Clergy must be must be professional, and respect the different religious faiths at the jail. As Religious representatives, they represent a very important ministry, relating God's principles in a real and practical way. Therefore, you need to be the best ambassadors one can be to help inmates turn their lives around.

FRATERNIZATION/PHYSICAL CONTACT

Religious Coordinator/Outside Clergy will **NOT** make physical contact with an inmate, with the exception of a handshake. Religious Coordinator/Outside Clergy are compassionate people who are ministering to people going through very difficult and emotional times. There may be times when as a Religious Coordinator/Outside Clergy you are confronted with the "need" to put your arm around an inmate momentarily or put your hand on their shoulder to pray or take their hands to pray, and in some occasions, put your hands on their heads to "bless" them. Use great discretion and discernment.

There may be times when an inmate will initiate a "hug" or want to hold your hands longer than when you are just praying. It is up to you as the Religious Coordinator/Outside Clergy to disengage the hug and the hands in a gentle, loving way as to not offend, but also in a way to let the inmate know that Religious Coordinator/Outside Clergy do have rules and regulations regarding physical contact.

INMATE COMPLAINTS

The Religious Coordinator will not accept or mediate inmate complaints. Inmates having complaints as to conditions of confinement will be advised to contact deputy personnel.

INMATE MARRIAGES

The Religious Coordinator/Outside Clergy will not perform inmate marriages. Upon receipt of an inmate request, the Religious Coordinator will provide marriage instruction packets to inmates and coordinate with outside religious providers to facilitate the process of inmate marriages.

INMATE PERSONAL PROPERTY

The Religious Coordinator shall not remove or deposit any item into an inmate's property for any reason. Inmates may be referred to external organizations or the Program Director for assistance in the transfer of personal property.

ITEMS ACCEPTED FROM INMATES

The Religious Coordinator shall not accept any item from an inmate other than completed application forms. The Religious Coordinator shall not take any item out of security for an inmate. Inmates attempting to pass items or send mail shall be directed to contact deputy personnel for assistance.

ITEMS PROVIDED TO INMATES

The Religious Coordinator/Outside Clergy shall not give anything to inmates other than bibles, religious books, and religious materials obtained directly from publishing sources or those materials approved by the Program Director. Religious objects can pose a security risk, and must be approved through the Program Directory prior to distribution. The Religious Coordinator may also distribute application forms for aftercare and social service programs.

The Religious Coordinator/Outside Clergy shall not pass any item to an inmate which is not available generally to all inmates. Items which are unique, special, personal, valuable, or are intended for the personal possession of one particular inmate shall not be provided. The Religious Coordinator, on occasion, may be asked to deliver religious materials not of their faith. To avoid any potential for conflict, it is suggested Religious Coordinator attempt to have a clergy of that faith hand out the materials.

Religious Coordinator/Outside Clergy shall not accept any personal items to be passed on to an inmate. This applies to health care items such as eyeglasses, false teeth, hearing aids, prescription drugs, etc. Persons who wish to provide these types of items to an inmate should contact the Commander in charge of Medical Services.

SECURITY OF KEYS AND EQUIPMENT

The Religious Coordinator is responsible for the security of all keys/equipment issued to him/her. Keys/equipment must be kept secured. Keys/equipment must never be left unsecured, such as left hanging in a door lock, left lying on a desktop, or any other unsecured location. Keys/equipment must never be given to an inmate. Keys/equipment inadvertently taken out of the facility *must be returned without delay*.

LEGAL MATTERS

The Religious Coordinator shall not assist inmates in legal matters. The Religious Coordinator shall not act as legal runner, provide legal research, or make referrals to legal services providers. Inmates requesting legal advice should be referred to deputy personnel.

MONETARY TRANSACTIONS

The Religious Coordinator shall not enter into any monetary transaction with an inmate. Religious Coordinator shall not add or remove funds from an inmate's account for any reason. Inmate questions regarding monetary issues should be referred to deputy personnel.

POSTAGE

Facility administration will mail official business mailings originating in the Religious Coordinator's office. The Religious Coordinator shall not use stamps provided to indigent inmates, which are purchased and intended for their use only. The Religious Coordinator shall not distribute postage.

COUNTY EQUIPMENT – APPROPRIATE USE

Religious Coordinators may not use county equipment such as copiers, computers, printers, tablets, telephones, and all other equipment for personal business. All county equipment usage must follow County Information Security Standards and processes, and under no circumstances shall passwords provided for equipment be shared with others.

SEARCHES

IT IS A FELONY TO BRING ANY WEAPON, ILLEGAL DRUG, ALCOHOL, OR EXPLOSIVE DEVICE INTO ANY COUNTY JAIL FACILITY.

All persons, vehicles, and personal belongings brought into a County Jail are subject to a search at any time, without prior notice or warrant. Only those items necessary in the performance of regular duties may be taken inside security, i.e., items pre-approved by Program Manager for use in religious services. Any item that can be used as a weapon must not be taken inside security.

BUSINESS CARDS

Religious Coordinators are responsible to provide their own business cards.

SHERIFF'S OFFICE LETTERHEAD

The use of the Sheriff's Office letterhead is restricted to official business of the Sheriff's office only. Religious Coordinators shall not use the Sheriff's Office letterhead.

USE OF SHERIFF'S OFFICE OFFICIAL TITLE AND ADDRESS

The Sheriff's Office official title and facility address shall not be imprinted on the stationery of any Religious Coordinator's outside business or church correspondence without specific approval from the Program Director. A Sheriff's facility address shall not be used as a return address on any correspondence related to outside business activities.

SHERIFF'S OFFICE POLICY MEETINGS/EVENTS

It is required that the Religious Coordinator be aware of changes within the Sheriff's Office concerning procedures and policy and changes that may occur due to facility construction. Construction is ongoing at the Jail facility, and access paths and locations may change and areas available for service provision may change as well.

The Religious Coordinator is required to attend periodic Sheriff's Office meetings. Religious Coordinator is also required to participate in special events approved by the Sheriff's Office.

SMOKING PROHIBITION

Smoking is prohibited inside all Jail and County facilities. Cigarettes, matches, lighters, and all tobacco products are contraband, and shall not be brought inside security. Candles and matches used in religious services must be pre-approved by the Program Director.

SOLICITATION OF FUNDS

Religious Coordinator/Outside Clergy shall not request or require a pledge of funds in exchange for permission to participate in religious representation with the Sheriff's Office.

While performing in the capacity of Religious Coordinator/Outside Clergy for the Sheriff's Office, Religious Coordinator/Outside Clergy shall not request or receive any donation, tithe, or pledge of funds in exchange for services provided to inmates in custody.

TELEPHONE USE

Facility telephones will be used for county business only. Inmates may be permitted to use a Religious Coordinator's telephone only in urgent, verified situations such as death notifications or family illness. Inmates must not be allowed to use a phone unsupervised. Inmates must not be allowed to dial the number themselves. Inmate telephone calls requested for the sole purpose of circumventing blocks on collect calls shall be denied.

Religious Coordinator have long distance dialing capabilities in their office area. This privilege shall be used for county business only. All calls are tracked by computer printout and are audited.

The Religious Coordinator shall maintain a log of all long-distance calls made, including the following information:

- Date and time of the call
- Phone number called, including area code
- Person called
- Purpose of call

The long-distance call log will be kept on file and provided when requested.
Telephone calls from outside of the facility on behalf of an inmate will not be made.

EMERGENCY PROCEDURES

Each facility maintains specific site emergency procedures for situations such as riots, fires, escapes, natural disasters, etc. The Religious Coordinator shall obtain instructions as to emergency procedures from Jail personnel. The telephone number for the facility main control must be memorized and easily accessible to all personnel.

The following security procedures apply in all facilities:

- All emergency situations must be reported to the facility main control ***immediately*** upon being discovered. Do not assume that someone else has already reported the emergency.
- All fires must be reported immediately, including those that appear small or have been put out.
- Upon becoming aware of a lock down or the evacuation of personnel, and Deputy personnel are not immediately present, check in with the nearest officer control station or the facility's Main Control. Do not move from your present location unless you are sure it is clearly safe to do so.
- If Religious Coordinator is supervising religious volunteers during an emergency, they must assemble the group, keep them together, and follow the instructions of Jail personnel.
- The Sheriff's Office will not allow an inmate to escape or gain an advantage as a result of taking anyone hostage.
- Normal activities and scheduling of activities are generally suspended during emergencies. Facility access may be temporarily denied. The ability to leave the Jail may be temporarily denied.

OUTSIDE CLERGY VISITS

Outside clergy requesting to minister/counsel an inmate in the Attorney Room at the Jail must first notify the Program Director and Religious Coordinator to obtain a security clearance and be placed on the monthly clergy list.

All clergy must be given a copy of the Sheriff's Office procedures for visiting an inmate in the Attorney Room. Should facility staff need to verify the identity of any member of the clergy, their record may be obtained through the Religious Coordinator or Program Director.

CLERGY VISITS IN THE ATTORNEY ROOM

Members of the clergy who are not regular religious volunteers may be afforded the privilege of seeing an inmate in the Jail Attorney room, subject to the following regulations:

- Application must be made with the Program Director. Clergy must provide documents showing standing as the pastor of an area church, documents of ordination or church license, and valid government agency picture identification. A record and background check shall be made of each applicant. The record check may take up to ten days to clear. Successful applicants will be placed in a permanent file for approval of subsequent visits.
- Clergy shall not be permitted to visit a relative in the Attorney Room.
- Clergy must be the minister of the inmate or the inmate's family. Any exceptions must be cleared through the Religious Coordinator.
- Clergy visits are intended for the purpose of providing spiritual counsel only. Clergy shall not give anything to the inmate.
- Personally owned bibles, religious literature, or other items of any kind may not be accepted or passed on to inmates.
- Clergy may not bring any other person(s) into the Attorney Room. Visits with multiple persons will be directed to the regular visiting area. The Jail Captain may approve multiple visits in exceptional situations, such as death notification.
- Marriages and/or other religious services shall not be performed in the Attorney Room.
- Outside Clergy are expected to maintain a professional appearance when using the Attorney Room. The standard of appearance is clean, business casual clothing or clerical attire.
- Outside Clergy dressed casually or of unkempt appearance will be excluded.
- Contact the Religious Coordinator for Attorney Room times.

RELIGIOUS SERVICES

Coordination of religious services within the Jail is the responsibility of the Support Services Division, Program Director's Office.

The Religious Coordinator acts as a liaison between the Program Director and the various religious programs provided to the inmates. All policy decisions made by Sheriff's Office management will be disseminated to religious service personnel by the Religious Coordinator through the directors of the various faiths by correspondence, or at periodic staff meetings.

- Inmate Counseling: Individual counseling is available to inmates for spiritual, personal, or family-related problems.
- Reading Materials: Bibles (Old and New Testaments), the Koran, and other religious texts are provided upon request. Materials which present unreasonable health, safety, or security risks will be prohibited.
- Worship Services: Services are provided by various ministries.
- Bible Studies: Bible and religious study classes are conducted at designated times.
- Death Notifications: Religious Coordinator or designee will deliver death notifications to inmates at the request of the inmate's family, after verification.
- Services that are not provided by Religious Coordinator/Outside Clergy are legal, bail bond, medical, psychiatric, marriages, money draw, personal care items, or inmate classification.

VOLUNTEER ORGANIZATION

Organized volunteer groups from the community shall, with the approval of the Jail Captain, be permitted to visit the Jail. The purpose of such visits will include, but not be limited to, rehabilitation and educational programs for inmates.

Members of self-help organizations may also conduct meetings inside the Jail through the administration of the Program Director and Religious Coordinator. They include representatives from Alcoholics Anonymous, Narcotics Anonymous, and other such rehabilitation and educational organizations.

JOB DESCRIPTIONS POSITION: RELIGIOUS COORDINATOR

AUTHORITY

The Religious Coordinator will report to the Program Director. The criteria and responsibilities for this position are as follows:

CRITERIA

A Religious Coordinator must have the following:

- Pastoral or ordained minister license from a recognized affiliation.
- At least two years' membership in a recognized church.
- Minimum of two years or 24 units of college counseling or theology classes or equivalent.
- Must have worked one year as a Religious Coordinator in a correctional facility.

RESPONSIBILITY

The person will exercise responsibility by assuring that all the functions are executed according to procedure.

FUNCTION

The Religious Coordinator will:

Manage facility programs.

1. Coordinate and oversee Outside Clergy and train and supervise religious volunteers.
2. Submit accurate records and schedules of volunteers and monthly reports to the Program Director.
3. Provide spiritual advice, religious services, bible study and religious counseling to inmates.
4. Provide potential volunteer and Outside Clergy applications to the Program Director.
5. Maintain a good relationship with the Sheriff's staff members in the jail: working with them as part of a team effort.
6. Continue training and updating skills in order to provide a more effective ministry.
7. Work interdenominationally and assure everyone, whom he or she supervises, does the same.
8. Maintain awareness of personal and facility security. Safeguard equipment and keys assigned to him/her. Report security problems as soon as they are observed.
9. Provide the Program Director with a schedule of hours.
10. Use good communicative skills.
11. Ensure that all volunteers understand security rules, and ensure that they enter and depart from the facility as indicated on their schedule.

12. Keep accurate records of volunteer monthly activity reports and submit them to the Program Director.

POSITION: VOLUNTEER

AUTHORITY

A Religious Volunteer will report to the group or clergy they are affiliated with. The volunteer's criteria and responsibilities for this position are as follows:

CRITERIA

A Volunteer must have the following:

- Meet qualifications as indicated on the Volunteer Application.

RESPONSIBILITY

The person will exercise responsibility by assuring that all the functions are executed according to procedure.

FUNCTION

Volunteers will:

1. Assist the Religious Coordinator/Sponsor with approved programs.
2. Not provide spiritual advice or counseling to the inmates.
3. Not enter the facility without a Religious Coordinator/Deputy escort.
4. Enter and depart the facility as indicated by their schedule with their Religious Coordinator/Deputy escort.
5. Follow all security rules. No physical contact with inmates and do not receive or give anything to the inmates.
6. Use good communicative skills.

MISCELLANEOUS REGULATIONS

CHURCH COORDINATION

1. All religious volunteers must receive the following:
 - Sheriff's Office Regulations for Jail Religious Coordinators
 - Guidelines for church services
 - Schedules that show the dates and times when they are to be at the facility
2. Church leaders should know how to contact the Religious Coordinator. They should also have his/her jail and home phone numbers.
3. The Religious Coordinator should have the name, address, and telephone numbers of church group leaders as well as the church telephone number and address.
4. The Religious Coordinator shall maintain a proper file system for all volunteers who minister.
5. The Religious Coordinator, in conjunction with the Program Director, shall conduct a training seminar quarterly for all church group leaders. This should be done in order to keep them current on policy changes and procedures and to teach them to be more effective in their ministry.
6. All volunteers must be properly trained prior to ministering in a Sheriff's Office facility. This is the responsibility of the Religious Coordinator.

MINISTERING

1. Do not preach a message which may be derogatory about any faith or religion.
2. Preach messages which are easily understood, theologically based, and with life application in mind.
3. Do not get into highly controversial areas of religion. If an inmate brings up a controversial subject, deal with the situation in a one-on-one environment.
4. Do not allow inmates to talk during the service. You must control the meeting. When you control the inmate's behavior at the service, it helps to gain support from the Deputies and it shows that Religious Coordinator Services is a positive program. Ask those who continue to talk, after they have been warned, to leave the service. If that does not work, ask for a Deputy's assistance.

5. Inmates are not allowed to conduct services. This includes preaching, singing solos, or teaching. Religious Coordinators and volunteers are responsible for ministering.

TEACHING

1. Teach a message that is practical, as well as theologically based.
2. During religious study times, it is good practice to ask questions and listen closely to the inmate's answers. Do not let the inmates take over the class. You are the teacher.
3. Do not allow inmates to talk when you are teaching. You must control the meeting. Some inmates use the religious studies and worship services as times to get together with their friends from other areas of the facility and compromise security. If they want to talk, ask them to leave. If necessary, ask for assistance from a Deputy.

INMATE INTERVIEWS

Interviews between an inmate and Religious Coordinator are generally held as confidential, with the following exceptions, which must be *immediately reported to the Watch Sergeant*:

- Any indications that an inmate may be contemplating suicide.
- Any indication an inmate housed in general population is showing signs of instability due to mental illness.
- Any indication that an inmate housed in general population is presenting safety or security problems regarding sexual orientation.
- Any indication that an inmate is in imminent danger of assault.
- Any indication that an escape or disturbance is being planned or is about to occur.
- Any condition or situation threatening the safety or security of facility personnel or inmates.

24

RELIGIOUS COUNSELING

1. Inmates have many needs of a personal nature which may need to be discussed in private.
2. A Religious Coordinator needs to learn proper religious counseling methods in order to relate God's Word to each situation.
3. The Basic rules to follow are:
 - Be a good listener.
 - Do not make promises you cannot keep.
 - Do not take sides with the inmates against Deputy or Sheriff's Office staff. Do not support inmates' complaints, but show them that you understand their feelings.
 - Do not betray a confidence. For example, an inmate has AIDS or is in jail for child molestation.
 - The Religious Coordinator shall take all reasonable and necessary steps to prevent injury to inmates or staff, e.g., suicides, escape plans, inmate attacks. NOTIFY THE WATCH SERGEANT IMMEDIATELY WHEN YOU BECOME AWARE OF SUCH SITUATIONS. Inmates with apparent psychological or psychiatric problems-should be referred to Deputy staff.

STAFF RELATIONSHIPS

1. When starting to work in the Jail, you should build a rapport with the Captain and staff of the Jail. Get to know the Program Director and the staff members who work in the office. Get to know the Program Director and the staff members who work in the office.
2. Introduce yourself to the medical and educational staffs.
3. Obtain contact information for the Jail Maintenance staff.
4. Introduce yourself to the Outside Clergy and Religious volunteers who work in the Jail with you. Coordinate with Outside Clergy regarding time schedules for services, etc. Maintain a good working relationship with all those who minister within the facility. Mutual respect is very important to doing an effective job.

EXTERNAL MEDICAL AND HOSPITALS - PROCEDURES FOR RELIGIOUS COORDINATOR

POLICIES

1. Religious Coordinator must carry official Sheriff's Office Identification Badge at all times.
2. Religious Coordinators may visit an inmate.
3. Minister to any inmate who desires counseling regardless of denomination.
 - Give only bibles authorized by the Program Director's Office.
 - Do not proselytize an inmate.
4. The sole purpose of the hospital visit in the jail ward is to minister to the inmates.
 - Religious Coordinators are not a messenger service to the inmates, i.e., no phone calls or mail service.
 - Do not supply inmates with writing materials or unauthorized books.
 - Do not provide food or water to the Inmates.

PROCEDURES

1. When visiting inmate's rooms:
 - Obey all instructions provided by deputy and security personnel.
 - Do not sit on beds with patients.
 - Do not try to help an inmate with anything which should be done by a nurse.
2. Do not assume anything. When in doubt, ask the deputy guarding the patient. *

ATTACHMENT A: GENERAL INFORMATION

Legal Name of Company: PRISON MINISTRY OF AMERICA

Business Address: 8129 SOMERSET BLVD. PARAMOUNT, CA 90723

Website Address: WWW.PMAUSA.ORG

Telephone Number: (562) 531-0117 Facsimile Number: (562) 531-2269

E-mail Address: PMAUSA03@YAHOO.COM

Profit Corporation ☐ or Non-profit Corporation ☒

Length of time the organization has been in business providing services similar to those being requested in this RFP: 91 years

Current regular business hours: 8:00 A.M. to 4:00 P.M.

Current regular holidays and hours when business is closed: WEEKENDS AND FEDERALLY REGULATED HOLIDAYS

Contact person (Primary) in reference to this solicitation: MARK MACIEL

Telephone Number: (562) 531-0117 Facsimile Number: (562) 531-2269

E-mail Address: MMACIEL@PMAUSA.ORG

Contact person (Secondary) in reference to this solicitation: RICHARD RODRIQUEZ, SR.

Telephone Number: (562) 531-0117 Facsimile Number: (562) 531-2269

E-mail Address: RODBATCEO@AOL.COM

Contact person for accounts receivable: REBEKAH METTIVIER

Telephone Number: (562) 531-0117 Facsimile Number: (562) 531-2269

E-mail Address: PMAUSA03@YAHOO.COM

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: MARK MACIEL

Telephone Number: (562) 531-0117 Facsimile Number: (562) 531-2269

E-mail Address: MMACIEL@PMAUSA.ORG Cellular Number: (562) 413-1711

~End of Attachment A~

ATTACHMENT B: STAFFING PLAN

1. Primary staff assigned to perform Contract duties

Name	Classification/ Title	Full-Time Equivalent (FTE)
PENDING ON CURRENT CHAPLAIN AND/OR NEW HIRE(S)		

2. Alternate Staff (for use if primary staff are not available)

Name	Classification/ Title	Full-Time Equivalent (FTE)
PENDING ON CURRENT CHAPLAIN AND/OR NEW HIRE(S)		

~End of Attachment B~

ATTACHMENT C: FINANCIAL AND BACKGROUND DATA**A. BANKRUPTCY INFORMATION**Bankruptcy: Yes ☐ No ☒

If CONTRACTOR, its principals, directors, or majority shareholder(s), or any company CONTRACTOR has held a controlling interest in, or which has held a controlling interest in CONTRACTOR, is currently subject to bankruptcy proceedings, has ever filed for or has been involuntarily placed into bankruptcy or has been declared bankrupt, state the bankruptcy date, court jurisdiction, trustee's name and phone number, amount of liabilities, amount of assets, and current status of bankruptcy.

Bankruptcy date: _____

Court jurisdiction: _____

Trustee's name and phone number: _____

Amount of liabilities: _____

Amount of assets: _____

Current status of bankruptcy: _____

B. LITIGATIONLitigation: Yes ☐ No ☒

Provide detailed information regarding any existing or threatened litigation, regulatory investigations, liens, or claims involving CONTRACTOR, or any company CONTRACTOR holds a controlling interest in, or any company that holds an interest in CONTRACTOR, or any of the principal officers of the CONTRACTOR's firm.

C. CITATIONCitation: Yes ☐ No ☒

If CONTRACTOR been cited or threatened with citation within the last five (5) years by any federal or state regulators for violations of any state or federal law or impending regulations, please provide nature of citation, citation date and citing agency.

D. FELONY INFORMATIONFelony: Yes ☐ No ☒

If CONTRACTOR or any principal has been convicted of a felony, please provide full name, conviction date, court location and details of the conviction.

Name Conviction Date Court Location Details of the Convictions

E. CONTRACT TERMINATION

1. CONTRACTOR's contract terminated by client: Yes ☐ No ☒

If yes, CONTRACTOR shall provide detailed information, including by whom, and under what circumstances. Provide the name and telephone number of each client that has terminated CONTRACTOR's services.

2. CONTRACTOR failed or refused to complete a contract: Yes ☐ No ☒

If yes, please explain:

~End of Attachment C~

ATTACHMENT D: REFERENCES

REFERENCE NO. 1

Name of Organization: LOS ANGELES SHERIFF DEPT./SPECIAL ENFORCEMENT BUREAU-
ARSON EXPLOSIVES DETAIL

Business Address: 1060 N. EASTERN AVENUE LOS ANGELES, CA 90063

Contact person's name: KIMBERLY A. PONCE

Contact person's title: DETECTIVE

Business telephone number: 323-881-7526

Project description: Services Provided / Date(s) of Service: Contract for Chaplaincy program 1990 to 2001; (contract ended and sworn personnel were put in place); prior to the contract we operated as a volunteer organization since 1926, and we still provide volunteers as of today.

REFERENCE NO. 2

Name of Organization: SAN BERNARDINO COUNTY SHERIFF DEPT./ ATTN: BUREAU OF ADMIN.

Business Address: 655 E. 3RD STREET SAN BERNARDINO, CA 92408

Contact person's name: MICHAEL CANDELARIA

Contact person's title: PURCHASING

Business telephone number: 909-387-0321

Project description: Services Provided / Date(s) of Service: Contract for Chaplaincy Program July 1997 to June 2008; (contract ended and chaplains became independent), prior to the contract we operated as a volunteer organization since 1983.

REFERENCE NO. 3

Name of Organization: KERN COUNTY SHERIFF DEPT.

Business Address: 17645 INDUSTRIAL FARM ROAD BAKERSFIELD, CA 93308

Contact person's name: MICHELLE BLACK

Contact person's title: SERGEANT

Business telephone number: 661-391-7234

Project description: Services Provided / Date(s) of Service: Personal Professional Service Agreement (PPSA) for Chaplaincy Program since 1983 to the present; prior to the contract we operated as a volunteer organization since 1974 at Kern County. (Sgt. Black managed the contract (IMS-Unit) from July 2008 to 2014).

~End of Attachment D~

ATTACHMENT F: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the Monterey County Board of Supervisors on August 29, 2012, must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

If any license, permit, or approval is required from any state, federal or local agency whatsoever for the service or work to be performed pursuant to the terms and conditions of the procurement in question, bidder shall obtain such approvals at its own expense prior to commencement of said work or service which may result from this solicitation.

Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

PRISON MINISTRY OF AMERICA

Business Address: 8129 SOMERSET BLVD.

City: PARAMOUNT ***State:*** CA ***Zip Code:*** 90723

Signature of Authorized Representative:  ***Date:*** JULY 17, 2017

Title of Authorized Representative: PRESIDENT/EXECUTIVE DIRECTOR

Telephone Number: (562) 531-0117 ***E-Mail:*** MMACIEL@PMAUSA.ORG

This form must be submitted within a bidder's proposal package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.

~End of Attachment F~

Exhibit C-Prison Ministry of America
RFP 10614
page 6

ATTACHMENT E: BUDGET DETAIL

AGENCY NAME: PRISON MINISTRY OF AMERICA
 TOTAL PROJECT BUDGET: \$80,000.00

I. DIRECT COSTS	First Year Amount
A. PERSONNEL SALARIES	64,430.40
SUBTOTAL	\$ 64,430.40
B. FRINGE BENEFITS	
SUBTOTAL	\$ 0.00
C. OPERATING DIRECT COSTS	
PAYROLL FEES	793.00
PAYROLL TAXES	927.50
LIABILITY INSURANCE	1139.00
QUARTERLY STATE FUND	2000.00
PROFESSIONAL LIABILITY	748.00
AUTO INSURANCE	2,038.29
SUBTOTAL	\$ 7,645.79
D. SUBCONTRACTORS	
SUBTOTAL	\$ 0.00
II. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS (Not to exceed 5% of total budget)	
ONE WEEK VACATION	1,320.00
ONE WEEK SICK PAY	1,320.00
BI-ANNUAL CLASSES	800.00
MATERIALS	150.00
PRINTING	125.00
POSTAGE	285.00
SUBTOTAL	\$ 4,000.00
GRAND TOTAL FIRST YEAR	\$ 76,076.19

I. DIRECT COSTS	Second	Year
E. PERSONNEL SALARIES		66,363.31
SUBTOTAL	\$	66,363.31
F. FRINGE BENEFITS		
SUBTOTAL	\$	0.00
G. OPERATING DIRECT COSTS		
PAYROLL FEES		793.00
PAYROLL TAXES		927.50
LIABILITY INSURANCE		1,139.00
QUARTERLY STATE FUND		2,000.00
PROFESSIONAL LIABILITY		748.00
AUTO INSURANCE		2,038.29
SUBTOTAL	\$	7,645.79
H. SUBCONTRACTORS		
SUBTOTAL	\$	0.00
II. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS		
(Not to exceed 5% of total budget)		
ONE WEEK VACATION		1,359.60
ONE WEEK SICK PAY		1,359.60
BI-ANNUAL CLASSES		800.00
MATERIALS		150.00
PRINTING		125.00
POSTAGE		205.80
SUBTOTAL	\$	4,000.00
GRAND TOTAL SECOND YEAR	\$	78,009.10

III. DIRECT COSTS		Third Year Amount
I. PERSONNEL SALARIES		68,354.21
SUBTOTAL		\$ 68,354.21
J. FRINGE BENEFITS		
SUBTOTAL		\$ 0.00
K. OPERATING DIRECT COSTS		
PAYROLL FEES		793.00
PAYROLL TAXES		927.50
LIABILITY INSURANCE		1,139.00
QUARTERLY STATE FUND		2,000.00
PROFESSIONAL LIABILITY		748.00
AUTO INSURANCE		2,038.29
SUBTOTAL		\$ 7,645.79
L. SUBCONTRACTORS		
SUBTOTAL		\$ 0.00
IV. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS (Not to exceed 5% of total budget)		
ONE WEEK VACATION		1,400.39
ONE WEEK SICK PAY		1,400.39
BI-ANNUAL CLASSES		800.00
MATERIALS		100.00
PRINTING		50.00
POSTAGE		249.22
SUBTOTAL		\$ 4,000.00
GRAND TOTAL THIRD YEAR		\$ 80,000.00

SUMMARY:

- A. GRAND TOTAL FIRST YEAR : \$ 76,076.19
- B. GRAND TOTAL SECOND YEAR: \$ 78,009.10
- C. GRAND TOTAL THIRD YEAR: \$ 80,000.00

TOTAL THREE YEAR COST (A+B+C): \$ 234,085.29

~End of Attachment E~

Exhibit C-Prison Ministry of America
RFP 10614
page 9

Pricing (Attachment E) & Warranty:

Upon submission of the MCSO RFP we foresee no defects with any material and/or workmanship however; in such case where it deems necessary we will honor a warranty period until the fulfillment of the contract expires.

Environmentally Friendly Practices:

We, at PMA believe strongly in reducing waste, reusing, and recycling when applicable, practicable, and economically feasible, to purchase.

Including but not limited to:

- Durable and reusable products that reduce waste;
- Recycled content plastic items, paper (containing no less than 50% post consumer recycled content) and other office items;
- Recycled or re-refined oil and oil-related products;
- Electronic products from manufacturers or distributors who offer a "take-back" program that includes responsible recycling practices;
- Products from sellers who use recycled shipping materials (from 100% recycled content) that are non-toxic and biodegradable.

Promote Renewable Energy and Low Carbon Fuels. If applicable, practicable, and economically feasible, to purchase:

- Fuel efficient and alternative fuel vehicles;
- Photovoltaic systems or other renewable sources of energy;
- Services in which the service provider uses alternative fuel vehicles.

At this time we currently are not a "Green Certified" Business.



Prison Ministry of America

A Faith Ministry Providing Chaplains for Law Enforcement,
Jails and Prisons

July 17, 2017

County of Monterey
Contracts/Purchasing Office
1488 Schilling Place
Salinas, CA 93901

RE: RFP #10614 -- PROPOSAL FOR RELIGIOUS SERVICES

Greetings,

Please find enclosed the bid presented by Prison Ministry of America, Inc., a California corporation, based at 8129 Somerset Blvd., Paramount, CA 90723. The contact coordinator for PMA is:

Mark Maciel
President/Executive Director
Phone: 562-531-0117
Fax: 562-531-2239
Address: 8129 Somerset Blvd., Paramount, CA 90723
FEIN 86-1082511
Website: <http://www.pmausa.org>
E-mail: pmausa03@yahoo.com

This proposal is comprised of services provided by Prison Ministry of America, Inc., and will demonstrate our understanding, readiness, and capability to handle the entire proposed statement of work.

With 91 years of ministry; PMA chaplains, some of whom work full-time and are present at the Kern County, Los Angeles and San Bernardino Facilities, are ordained, licensed, and have applicable experience, to demonstrate effectiveness in their personal work with inmates, and in oversight of the work of the numerous volunteers who enter their facilities to conduct religious studies and worship services.

Exhibit C-Prison Ministry of America
RFP 10614 page 12

The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Monterey County to pursue all remedies authorized by law and/or declare any contract made as a result thereof, to be void.

The enclosed proposal will remain valid for no less than one hundred eighty (180) days from the date noted above, and thereafter in accordance with any resulting contract between Prison Ministry of America, Inc. and the County.

Individuals authorized to represent the Contractor in negotiations pursuant to this proposal are:

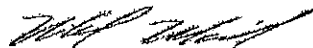
Mr. Mark Maciel, President/Executive Director
562-531-0117
pmausa03@yahoo.com

Mr. Rick Rodriguez, Director
562-531-0117
rodbatceo@aol.com

No individual noted above or associated with our company has a conflict of interest with the County of Monterey.

Thank you for the opportunity to provide this proposal and for your consideration in this matter.

Respectfully,



Mark Maciel, D.T.S.
President/Executive Director

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10614
ISSUE DATE: June 8, 2017



RFP TITLE: RELIGIOUS SERVICES FOR THE SHERIFF'S DEPARTMENT

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON WEDNESDAY, JULY 19TH, 2017

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
DEAUNDRA LEWELLING, LEWELLINGDL@CO.MONTEREY.CA.US, (831) 755-4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

☒ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: PRISON MINISTRY OF AMERICA Date JULY 17, 2017

Signature:  Printed Name: MARK MACIEL

Street Address: 8129 SOMERSET BLVD.

City: PARAMOUNT State: CA Zip: 90723

Phone: (562) 531-0117 Fax: (562) 531-2269 Email: MMACIEL@PMAUSA.ORG

License No. (If applicable): C2521776

License Classification (If applicable): CALIFORNIA CORPORATION NUMBER

MONTEREY COUNTY

Administrative Office
Contracts/Purchasing Division



DATE: July 7, 2017

PROJECT: RFP #10614 – Religious Services Program

ADDENDUM #1

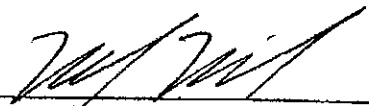
TO: All Interested Proposers

SUBJECT: Answers to questions posed by prospective bidders

Please see attached document for answers to all questions received by the deadline to submit written questions of June 29, 2017

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

DeAundra Lewelling
Deputy Purchasing Agent



Company Representative

07/17/2017

Date



County of Monterey
RFP 10614
 Religious Services Program

County of Monterey will be referred to as "County" throughout the responses.

Question Number	RFP Section Number	RFP Page Number	Request for Clarification/Question	County of Monterey Response
1.		45	Attachment D: References. Of the three requested, do they all have to be former employers, or would you also like personal references as well?	Please submit professional references.
2.	5.0	9-12	The language is changing from Chaplain to (Religious Coordinator, correct? And if so, will the duties/requirements remain the same?	Please refer to the RFP for Religious Services. The RFP specifically states what the Monterey County Sheriff's Office is seeking in terms of Religious Services at the Monterey County Jail.



County of Monterey
RFP 10614
Religious Services Program

County of Monterey will be referred to as "County" throughout the responses.

Question Number	RFP Section Number	Request for Clarification/Question	County of Monterey Response
3.		ACE - (Over-Coming) will be spelled out as a new program being implemented, correct?	The ACE Overcomer course has established a curriculum that will be provided to the vendor awarded the Religious Services contract.
4.		Regarding RFP Attachments, are we permitted to use our format in response?	No. The attachments shall be submitted in the format provided with the RFP.
5.	49	As to local vendor business office, we have satellite offices locally, (Salinas and Monterey) with volunteers in both areas that service various facilities. Therefore, are we considered a local vendor?	Yes, this would qualify as a local business. In order to receive the local vendor preference, you must submit the Local Business Declaration Form along with your proposal.
6.	46	On page 18 under budget detail item #3, can you clarify or confirm is the 5% on top of the 80,000.00 or included.	The 5% is included in the \$80,000.00.



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Jane Parker, seconded by Supervisor John M. Phillips to

Agreement No.: A - 13773

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 (November 8, 2020 to November 7, 2021) to the Request for Proposals (RFP) #10614, Religious Services for the Monterey County Jail, with Prison Ministry of America, in the amount of \$80,581 for a new not to exceed contract cost of \$314,667 and new term November 8, 2017 to November 7, 2021; and b. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to sign one (1) additional one (1) year amendment to the agreement where the amendment does not significantly change the scope of work, and where the amendment does not exceed \$85,000, for a revised not to exceed maximum contract cost of \$399,667.

PASSED AND ADOPTED on this 17th day of November 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 17, 2020.

Dated: November 17, 2020

File ID: 20-914

Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

**AMENDMENT #1 TO RFP-10614 AGREEMENT A-13773 BY AND BETWEEN
COUNTY OF MONTEREY & PRISON MINISTRY OF AMERICA**

THIS AMENDMENT is made to the AGREEMENT for Religious Services for the Monterey County Jail for the Monterey County Sheriff's Office by and between **PRISON MINISTRY OF AMERICA**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on November 8, 2017, with a not to exceed amount of \$234,086.00 and a term date ending November 7, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding \$80,580.50 for a new not to exceed amount of \$314,666.50 and extend the term of AGREEMENT by one (1) year with a new ending date of November 7, 2021.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3., "TERM OF AGREEMENT" shall be replaced with, *"the signing of the AGREEMENT through and including November 7, 2021, with the option to extend the AGREEMENT for one (1) additional one (1) year period."*
2. \$80,580.50 is added, for a new not to exceed amount of \$314,666.50.
3. ATTACHMENTS – Exhibit A-1 and Attachment A-1 are added per Amendment #1 attached hereto. All Exhibits remain unchanged and are not attached.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 15, 2017.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra Wilson, Contracts/Purchasing Supervisor

7B741937AA0D41B...

Contracts/Purchasing Officer

Dated: 11/20/2020 | 9:00 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

D3834BFEC1D8449...

Deputy Auditor/Controller

Dated: 10/30/2020 | 1:10 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

454AC3485FD4490...

Deputy County Counsel

Dated: 10/30/2020 | 12:50 PM PDT

Prison Ministry of America

By:

Signature of Chair, President, or
Vice-President

Mark Maciel, Executive Director
Printed Name and Title

Dated: October 27, 2020

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Prison Ministry of America

Cost: \$314,666.50

Term: 11/8/2017 to 11/7/2021

EXHIBIT A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Prison Ministry of America, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – Exhibit A, B and C shall remain in effect. Exhibit A-1 and Attachment are added.

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, in accordance with the manual attached to this document as Exhibit B and Request for Proposals documents, attached as Exhibit C.

The Corrections Bureau, Program Manager is the contract manager for services provided under this contract.

A.2 Reports – Please see Exhibit A

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$314,666.50 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Fiscal Year 20-21	November 8, 2020 – June 30, 2021	\$50,692.25
Fiscal Year 21-22	July 1, 2021 – November 7, 2021	\$29,888.25

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

Contractor shall reimburse County for all costs of Contractor's employee background clearances done by County. Costs of all backgrounds done on volunteers shall be paid by the County.

County shall not reimburse of any purchases or expenses made in excess of Annual Amount. This is an all-inclusive amount per year.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**AMENDMENT #2 TO RFP-10614 AGREEMENT A-13773 BY AND BETWEEN
COUNTY OF MONTEREY & PRISON MINISTRY OF AMERICA**

THIS AMENDMENT is made to the AGREEMENT for Religious Services for the Monterey County Jail for the Monterey County Sheriff's Office by and between **PRISON MINISTRY OF AMERICA**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on November 8, 2017, with a not to exceed amount of \$234,086.00 and a term date ending November 7, 2020; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on November 20, 2020, by adding \$80,581.00 for a new not to exceed amount of \$314,667.00 and extend the term of AGREEMENT by one (1) year with a new ending date of November 7, 2021.

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT by adding \$80,581.00 for a new not to exceed amount of \$395,248.00 and extend the term of AGREEMENT by one (1) year with a new ending date of November 7, 2022

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3., "TERM OF AGREEMENT" shall be replaced with, ***"the signing of the AGREEMENT through and including November 7, 2022, with the option to extend the AGREEMENT for one (1) additional one (1) year period."***
2. \$80,581.00 is added, for a new not to exceed amount of \$395,248.00.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 15, 2017.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra R. Wilson

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Contracts/Purchasing Officer

Dated: 10/4/2021 | 10:47 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

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Deputy Auditor/Controller

Dated: 10/4/2021 | 10:20 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

454AC3465FD4490...

Deputy County Counsel

Dated: 10/4/2021 | 10:04 AM PDT

Prison Ministry of America

By:

Signature of Chair, President, or
Vice-President

Mark Maciel, President

Printed Name and Title

Dated: October 1, 2021

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Brenda McDonough, Treasurer

Printed Name and Title

Dated: October 1, 2021

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Prison Ministry of America

Cost: \$395,248.00

Term: 11/8/2017 to 11/7/2022



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13773 ; Amendment No.: 3

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 3 (November 8, 2022 to November 7, 2023) to the Request for Proposals (RFP) #10614, Religious Services for the Monterey County Jail, with Prison Ministry of America, in the amount of \$80,581 for a new not to exceed contract cost of \$475,829.

PASSED AND ADOPTED on this 18th day of October 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)


I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 18, 2022.

Dated: October 24, 2022

File ID: 22-919

Agenda Item No.: 32

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy

**AMENDMENT #3 TO RFP-10614 AGREEMENT A-13773 BY AND BETWEEN
COUNTY OF MONTEREY & PRISON MINISTRY OF AMERICA**

THIS AMENDMENT is made to the AGREEMENT for Religious Services for the Monterey County Jail for the Monterey County Sheriff's Office by and between **PRISON MINISTRY OF AMERICA**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on November 8, 2017, with a not to exceed amount of \$234,086.00 and a term date ending November 7, 2020; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on November 20, 2020, by adding \$80,581.00 for a new not to exceed amount of \$314,667.00 and extended the term of AGREEMENT by one (1) year with a new ending date of November 7, 2021, with amendment 1; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on October 4, 2021, by adding \$80,581.00 for a new not to exceed amount of \$395,248.00 and extended the term of AGREEMENT by one (1) year with a new ending date of November 7, 2022, with Amendment 2; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT by adding \$80,581.00 for a new not to exceed amount of \$475,829.00 and extend the term of AGREEMENT by one (1) year with a new ending date of November 7, 2023.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3., "TERM OF AGREEMENT" shall be replaced with, ***"the signing of the AGREEMENT through and including November 7, 2023."***
2. \$80,581.00 is added, for a new not to exceed amount of \$475,829.00

FY 22-23	November 8, 2022 – June 30, 2023	\$50,692.50
FY 23-24	July 1, 2023 – November 7, 2023	\$29,888.50
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 15, 2017.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra R. Wilson

7B741937AA0D41B...

Contracts/Purchasing Officer

Dated: 10/24/2022 | 12:15 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth

4E7E657875454AE...

Deputy Auditor/Controller

Dated: 9/22/2022 | 9:18 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

454AC3465FD4490...

Deputy County Counsel

Dated: 9/21/2022 | 11:25 AM PDT

Prison Ministry of America

By:

Signature of Chair, President, or
Vice-President

Mark Maciel, President
Printed Name and Title

Dated: September 16, 2022

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Brenda McDonough, Treasurer
Printed Name and Title

Dated: September 16, 2022

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Prison Ministry of America

Cost: \$475,829.00

Term: 11/8/2017 to 11/7/2023