

AGREEMENT

THIS AGREEMENT, hereinafter referred to as “the **AGREEMENT**,” effective for the term specified in Article 3 below, is made by and between the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “the **COUNTY**,” and **ADELPHOI WESTERN REGION, INC.**, with its principal place of business located at 354 Main Street, Latrobe, Pennsylvania, 15650, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, the Fifth Judicial District of the Commonwealth of Pennsylvania, hereinafter “the **COURT**,” has stated that there is a dire and critical need for a secure and safe facility to detain on a short-term basis a class of juveniles residing in or found in Allegheny County who are:

- Males and females between the ages 10-20 who have been formally charged with offenses of a serious or chronic nature offense; or
- Males and females between the ages 10-20 who have been deemed to be aggressive, at risk to abscond from an unsecured facility, display other serious delinquent behaviors or lack internal controls necessary to be managed safely in an open program or shelter setting; or
- Males and females between the ages 10-20 who have been adjudicated to be a delinquent due to the commission of offenses of a serious or chronic nature and who cannot be housed in or managed in an open or unsecured program or shelter environment or setting due to the serious or chronic nature of the act committed or alleged to have been committed; or
- Males and females between the ages 10-20 whom the **COURT** or the **COURT’S** Office of Juvenile Probation has determined must be detained in a secure facility.

(This class of males and females between the ages 10-20 described above shall be referred to collectively as the “**Juveniles**” and individually as a “**Juvenile**”).

WHEREAS, the **COURT** cannot house **Juveniles** in other secure detention facilities because of the demonstrable lack of available beds in suitable facilities able to provide for the secure detention of **juveniles** within the Commonwealth of Pennsylvania; and

WHEREAS, **CONTRACTOR** is well-known to the Court because the **CONTRACTOR** currently is a provider of secure juvenile detention services at other locations in Pennsylvania; and

WHEREAS, **CONTRACTOR** has expressed an interest to the **COURT** in operating a secure detention facility for **Juveniles** in Allegheny County, Pennsylvania; and

WHEREAS, **CONTRACTOR** has submitted a proposal to the **COURT** to provide a program of secure detention facility services to the **COUNTY** and to the **COURT**; and

WHEREAS, the COUNTY, through its Department of Human Services, hereinafter referred to as “the Department,” is willing to provide the necessary funding to pay for the provision of a program of secure juvenile detention services for Juveniles under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the COUNTY and the CONTRACTOR agree as follows:

1. ENGAGEMENT/WORK STATEMENT:

A. The COUNTY, by and on behalf of the Department and the COURT, hereby engages the CONTRACTOR to provide and perform those services described in detail in the document marked as “Work Statement,” hereinafter “the Work Statement,” which is incorporated by reference in its entirety herein and attached hereto as Exhibit “A.1” to this AGREEMENT. The CONTRACTOR accepts the engagement and agrees to devote its skills and the skills of its agents, servants, and employees to the best of their abilities toward the successful completion of this engagement.

B. The CONTRACTOR agrees to provide and perform those services set forth in the Work Statement under the overall supervision of the Court’s President Judge and/or Court Administrator of the Fifth Judicial District of Pennsylvania, or their designees, hereinafter “Court Administrator.”

C. The CONTRACTOR will provide or perform the services described in the Work Statement in that part of the COUNTY’s former Shuman Center as described in detail in the document marked as “Building Addendum,” which is incorporated by reference in its entirety herein and attached hereto as Exhibit “A.2” (the “Detention Facility”).

2. COMPENSATION; PAYMENTS BY COUNTY:

A. The CONTRACTOR shall be paid on a “program funded” basis at a rate consistent with the licensed capacity of the Detention Facility and the state approved and posted per diem rate per bed for the programs described in the Work Statement that is incorporated by reference in its entirety herein and attached hereto as Exhibit “A.1” to this AGREEMENT. The initial per diem rate per bed shall be \$650.25. This per diem rate per bed shall be adjusted each year on July 1st during the Term of the AGREEMENT consistent with the Commonwealth of Pennsylvania’s Department of Human Services rate packet submission and posting process. The total amount of compensation to be paid by the COUNTY to the CONTRACTOR shall not exceed \$73,207,110.00 during the term of the AGREEMENT. Attached hereto as Exhibit “B” and incorporated herein in its entirety to this AGREEMENT is the summary and detailed allocation statements setting forth the initial rates under this AGREEMENT which has been entered into the Master Provider Enterprise Repository (MPER).

B. In recognition that the CONTRACTOR has and will expend substantial sums of money, resources, and effort to undertake whatever steps are necessary in order to provide and perform those services outlined in the Work Statement, including without limitation the hiring and training of appropriate staff, the COUNTY shall make payments to the CONTRACTOR as follows:

(1) Beginning on the date that this AGREEMENT is executed, the CONTRACTOR shall be paid at a per diem rate per bed of \$650.25 for the operation of one (1) Pod (12

beds) in accordance with Exhibit “B,” provided however, that if the improvements and infrastructure at the “Detention Facility” are not substantially completed by February 1, 2024, then, beginning on that date, the CONTRACTOR shall be reimbursed for its actual costs until such time as the improvements and infrastructure at the “Detention Facility” are substantially complete and thereafter CONTRACTOR shall again be paid at a rate commensurate with the operation of one (1) Pod (12 beds) in accordance with Exhibit “B.”

(2) Beginning on the date that is approximately four (4) months prior to completion of the improvements and infrastructure at the "Detention Facility" necessary to open the additional 4 pods as described in Exhibit "A.2", the CONTRACTOR shall be paid at the per diem rate per bed of \$650.25 for the operation of the total of five (5) Pods (60 beds), four (4) of which will be used for Juveniles and one (1) Pod for juveniles designated as "Interest of Justice" cases. If the completion and operation of any of the four (4) additional pods is expected ahead of the others, the four (4) month period for each of these pods will be adjusted to match their individual anticipated completion timelines.

3. TERM:

A. The term of this AGREEMENT shall be for a period of five (5) years beginning on September 8, 2023, and, unless otherwise terminated pursuant to Section 7 of this AGREEMENT, ending on September 7, 2028. This period shall be designated as the “Initial Term.” During the Initial Term, CONTRACTOR’s obligation to provide and perform the services in the Work Statement shall not commence until thirty (30) days after the COUNTY has completed the work items for the operation of one Pod as set forth in the “Building Addendum” attached hereto as Exhibit “A.2” (the “Service Commencement Date”).

B. No later than 180 days prior to the end of the Initial Term, the CONTRACTOR may extend the term for an additional five (5) years (“Renewal Term”) by written notice to the COUNTY; provided, however, that the CONTRACTOR’s applicable licenses are in full and good standing. The COUNTY and the CONTRACTOR shall meet prior to the end of the fourth year of any Renewal Term to discuss a potential further renewal of this AGREEMENT, as well as the potential need for a mutually agreeable transition plan consistent with Section 7(A)(1)(c) of this AGREEMENT.

4. NO CO-PARTNERSHIP OR AGENCY:

Nothing in this AGREEMENT shall create or establish the relationship of co-partners between the parties or constitute the CONTRACTOR as the representative or agent of the COUNTY for any purpose whatsoever. At all times under this AGREEMENT, the CONTRACTOR shall provide and perform those services outlined in the Work Statement as an independent contractor.

5. INDEMNIFICATION:

A. Neither party is assuming nor is responsible for any liabilities or obligations of the other party arising out of or in connection with this Agreement or services provided pursuant to this Agreement. Each party shall be responsible for its own acts or omissions arising from or related any breach of any covenant, agreement, representation, warranty contained in or made pursuant to this Agreement.

B. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or

may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

6. INSURANCE:

A. The CONTRACTOR shall, at its own cost and expense, maintain in effect at all times throughout the term of this AGREEMENT policies of insurance meeting the requirements specified by the Department in the document marked "Insurance Requirements" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "C" to this AGREEMENT. All policies of insurance shall be endorsed to include the COUNTY, its elected officials, officers, appointees, and employees as additional insureds.

B. The CONTRACTOR shall provide the County, prior to or contemporaneously with the execution of this AGREEMENT, with a Certificate(s) of Insurance issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the CONTRACTOR's home state, evidencing the insurance coverage(s) identified in Exhibit "C," and shall submit the new Certificate(s) of such insurance coverage no later than thirty (30) days prior to expiration thereof, throughout the term of this AGREEMENT.

C. In addition to identifying the COUNTY, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company notify the County in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would change, restrict, or reduce the insurance provided or change the name of the insured.

D. The COUNTY may waive or modify any of the insurance requirements set forth in Exhibit "C," with the exception of Workers' Compensation Insurance, which is required by law. The CONTRACTOR's request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

7. TERMINATION:

A. COUNTY's Reasons for Termination: The COUNTY shall have the right to terminate this AGREEMENT for any of the following reasons:

(1) Termination for Convenience:

a. Beginning on the date that is five (5) years from the Service Commencement Date for the beginning of the Initial Term, the COUNTY shall have the right to terminate the AGREEMENT for its convenience upon giving 365 days written notice to the CONTRACTOR.

b. During the Renewal Term, the COUNTY shall have the right to terminate the AGREEMENT upon giving 365 days written notice to the CONTRACTOR.

c. In the event the COUNTY elects to terminate the AGREEMENT for its convenience, the COUNTY shall pay the CONTRACTOR for all satisfactory work on the Work Statement completed or services performed up to and including the date of termination. Within sixty (60) days after notice of termination is provided in accordance

with this Section, the COUNTY and the CONTRACTOR shall prepare a mutually agreed upon transition plan that sets forth the manner, timetable, duties, regulatory notices (if any), and other details necessary to transition the services being provided by the CONTRACTOR hereunder. After finalization of the transition plan, the COUNTY and the CONTRACTOR shall use their good faith and commercially reasonable efforts to carry out their respective duties under the transition plan in order to provide for a smooth transition upon expiration of the AGREEMENT.

(2) Termination for Non-Appropriation/Insufficient Appropriation: In the event that funding to the COUNTY from Federal and State sources is not obtained or continued at an aggregate level sufficient to allow for the payment for the services outlined in the Work Statement set forth in Exhibit "A.1" from the CONTRACTOR, the COUNTY may exercise either one of the following options:

a. Issue a written Notice of Termination of this AGREEMENT to the CONTRACTOR effective upon a specified date. In the event of termination of the AGREEMENT for non-appropriation/insufficient appropriation, the COUNTY shall pay the CONTRACTOR for all satisfactory work completed or services performed, if any, up to and including the date of termination; or

b. Continue the AGREEMENT by written amendment providing for a reduction in either the term of the AGREEMENT, the Work Statement to be provided or the compensation to be paid to the CONTRACTOR pursuant to this AGREEMENT, or any combination thereof in a manner consistent with the nature, amount and circumstances of the COUNTY's loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or Work Statement under this AGREEMENT shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, Work Statement or compensation under this AGREEMENT.

(3) Termination due to Default: The COUNTY shall have the right to terminate the AGREEMENT upon notice to the CONTRACTOR for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein if, after thirty (30) days following notice by the COUNTY of a "Default," the CONTRACTOR has not cured such "Default" to the reasonable satisfaction of the COUNTY. The COUNTY shall also have the right to terminate the AGREEMENT upon notice to the CONTRACTOR for breach or violation of any term or condition as specified in any Exhibit to this AGREEMENT, or any applicable law, rule or regulation governing the provision of the Work Statement if, after thirty (30) days following notice by the COUNTY of a breach or violation, the CONTRACTOR has not cured such breach or violation to the reasonable satisfaction of the COUNTY.

B. CONTRACTOR's Reasons for Termination: The CONTRACTOR shall have the right to terminate this AGREEMENT for the following reasons:

(1) For its convenience, upon giving one-hundred and eighty (180) days written notice to the Department and the COURT.

(2) Upon notice to the COUNTY for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein.

(3) Upon thirty (30) days written notice to the COUNTY if the Detention Facility's improvements and modifications as described in Exhibit "A.2" are not completed, or otherwise do not meet the requirements of the regulations set forth at 55 Pa. Code § 3800 et seq.

C. **CONTRACTOR'S Actions Subsequent to Termination:** Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and, except as otherwise directed by the COUNTY, the CONTRACTOR shall take the following actions: (1) Stop work under this AGREEMENT on the date of and to the extent specified in the Notice of Termination; (2) Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the Work Statement under this AGREEMENT as is not terminated; (3) Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services terminated by the Notice of Termination; (4) Assign to the COUNTY in the manner, at the time, and to the extent directed by the COUNTY all of the rights and interest of the CONTRACTOR under the orders, contracts or subgrants so terminated, and at the discretion of the COUNTY, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants; (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the COUNTY, to the extent that the COUNTY may require. Such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of, or in any manner or degree of, the performance of CONTRACTOR hereunder; (6) Arrange for the transfer and delivery of all data in accordance with Incorporated Standard County Terms and Conditions described herein; and (7) Take all other reasonable and necessary actions to wind up the administration of this AGREEMENT in an orderly manner.

8. USE AND OPERATIONAL CONTROL OF THE DETENTION FACILITY:

The COUNTY represents and warrants that it is the true and lawful owner of the Detention Facility and is lawfully empowered to enter into this AGREEMENT and that so long as CONTRACTOR shall perform all of CONTRACTOR's duties and obligations as set forth in the Work Statement attached hereto, CONTRACTOR shall have use and operational control in those areas within the buildings and grounds of the Detention Facility as described in detail in paragraphs A (1) and A (2) of the Building Addendum set forth as Exhibit "A.2."

9. INCORPORATION OF CONTRACT MANUAL:

A. The CONTRACTOR acknowledges that funding for the Work Statement is provided in whole or in part by grants made to the COUNTY by departments and agencies of the United States Government or the Commonwealth of Pennsylvania. All the terms and conditions governing the grant funds received by the COUNTY, including but not limited to a listing of particular federal and/or state laws, rules and regulations relevant to the CONTRACTOR's provision or performance of the Work Statement under the AGREEMENT, are set forth in a set of documents developed, compiled and created by the Department which is generally referred to as the "Contract Manual." In providing and performing the services described in the Work Statement attached hereto as Exhibit "A.1," the CONTRACTOR shall adhere to the General and Special Terms and Conditions set forth in the Contract Manual(s).

B. Although referred to in the singular, the term "Contract Manual," as used in the AGREEMENT, shall refer to and include any of the Contract Manuals developed, compiled and created by the Department that are applicable to this AGREEMENT because: (1) more than one federal, state or local

funding source is used to support the Work Statement; or (2) certain work or activities set forth in the Work Statement are subject to particular laws, rules or regulations.

C. If any provision of the AGREEMENT is in conflict with any terms or conditions set forth in the Department's Contract Manual, the provisions set forth in the Contract Manual shall be controlling as to any references to local, state, and federal regulations, but in all other instances the AGREEMENT shall be controlling.

D. Due to its size and voluminous nature, the Contract Manual(s) is/are not attached hereto. The Contract Manual(s) incorporated by reference as part of this AGREEMENT is/are available on the Department's website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>. Upon written request, the Department will provide paper copies of the Contract Manual(s) to the CONTRACTOR.

E. Any and all provisions included in any applicable Contract Manual are subject to modification by revisions or changes to federal, state and local rules and regulations at any time. Notwithstanding any provision in the Incorporated Standard County Terms and Conditions, all such revisions and changes shall be automatically deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the AGREEMENT without the necessity of a written amendment. The Department shall provide written notice of any changes in any applicable Contract Manual.

10. INCORPORATED STANDARD COUNTY TERMS AND CONDITIONS:

Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard County Terms and Conditions," which can be found on the Department's website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>, are specifically incorporated by reference in their entirety herein and are made a part of this AGREEMENT. Upon written request, the Department will provide paper copies of the Incorporated Standard County Terms and Conditions to the CONTRACTOR.

11. INCORPORATED STANDARD FEDERAL/STATE TERMS AND CONDITIONS:

The CONTRACTOR acknowledges that the COUNTY, as a recipient of federal and state funds for the Department, is required to ensure that CONTRACTOR adheres to and complies with applicable federal and state funding requirements. Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard Federal/State Terms and Conditions," which can be found on the Department's website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>, are specifically incorporated by reference in their entirety herein and are made a part of this AGREEMENT. Upon written request, the Department will provide paper copies of the Incorporated Standard Federal/State Terms and Conditions to the CONTRACTOR.

12. OPERATIONS OF THE DETENTION FACILITY:

A. The COUNTY shall be responsible for costs associated with owning and maintaining the Detention Facility and the property on which the same is located, including by way of illustration and not limitation, the following, but excepting those items set forth in (b) below: any real estate taxes; water, sewer, electrical and other utilities; costs and expenses incurred in the operation, maintenance, repair and replacement of utility lines, on or off-site storm water management facilities and retention ponds; heating, ventilation, and air-conditioning systems; mechanical systems; landscaping and lawncare; providing refuse removal and recycling service, maintenance, repair, and replacement of the foundation and structural walls; and repair, maintenance, and replacement of driveways, sidewalks, lighted areas, and parking areas (including snow and ice removal).

B. The CONTRACTOR shall be responsible for costs associated with general interior maintenance and cleaning of the Detention Facility; the maintenance and operation of the cameras and security systems; and testing of the Detention Facility's electric generator.

C. The Parties understand and agree that the COUNTY maintains a comprehensive program of risk retention and became self-insured against general liability, automobile liability and public official's liability and shall provide a written certification of said self-insurance upon written request.

13. REPAIRS TO THE DETENTION FACILITY:

A. By COUNTY: The COUNTY shall be responsible for repairing and maintaining in good order, condition and repair, at the COUNTY's sole cost and expense:

(1) All structural portions of the Detention Facility, including the walls and roof.

(2) All windows located within the Detention Facility, and all building systems serving the same, including plumbing, electric, and heating, ventilating, and air conditioning systems.

(3) Emergency Repairs: Whenever emergency repairs which are the responsibility of COUNTY are required to preserve the essential fitness for use as a Detention Facility, the same shall be undertaken by the COUNTY as soon as possible after CONTRACTOR having given COUNTY notice thereof.

B. By CONTRACTOR:

(1) The CONTRACTOR shall at all times and at its sole cost and expense, repair and replace all damage to any property, real or personal (either within or without the Detention Facility) which has been caused by any willful, negligent or illegal act or omission of the CONTRACTOR, its employees, agents or invitees, except for damages resulting from unintentional or negligently caused fire or other hazard to the extent any such damage is covered by the COUNTY's insurance.

(2) The CONTRACTOR shall be responsible for repairing and maintaining in good order, condition, and repair, at the CONTRACTOR's sole cost and expense, those items listed in Section 12 (B) above.

(3) The CONTRACTOR may also choose to make any repairs, in an amount less than \$30,000 for any single repair, deemed advisable in the CONTRACTOR's reasonable judgment for the proper operation of the Detention Facility. In the event that emergency repairs are needed to prevent damage or injury to persons or property, the CONTRACTOR may make repairs in an amount greater than

\$30,000 for any single repair. The CONTRACTOR will attempt to seek the COUNTY's approval prior to making repairs. The COUNTY agrees to promptly reimburse the CONTRACTOR for all repairs made under this section.

14. ACCESS TO THE DETENTION FACILITY

To fulfill the obligations set forth in Paragraphs 12 and 13 above, the CONTRACTOR shall provide access to authorized COUNTY personnel and contractors having requisite security clearances for the purpose of maintenance, upkeep and repair of the Detention Facility.

15. COUNTY AND CONTRACTOR INFORMATION NETWORKS

The COUNTY and the CONTRACTOR agree that their respective information networks, including Internet access into the Detention Facility, will be kept completely separate. The COUNTY and the CONTRACTOR further agree that their information networks shall be separately paid for and separately maintained by each respective Party hereto.

16. NOTICES

A. All notices, reports, or documents required to be given or made pursuant to this Agreement shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this Agreement shall be sent to the respective parties as follows:

Allegheny County Court of Common Pleas
c/o: Court Administrator
300 Frick Building
437 Grant Street
Pittsburgh, PA 15219

With copies to:

Allegheny County Manager
119 Court House
436 Grant Street
Pittsburgh, PA 15219

and/or to such other persons or places as the COUNTY may from time to time designate in writing.

B. As to the CONTRACTOR:

To the address listed on page one of this Agreement or to such other place as the CONTRACTOR may designate in writing.

17. EXAMINATION OF FINANCIAL RECORDS

In addition to the right to audit program records as provided in the "Incorporated Standard County Terms and Conditions," the CONTRACTOR shall maintain financial books, financial records, documents and other evidence pertaining to fees, costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County monies have been provided under the provisions of this Agreement. The CONTRACTOR shall maintain such financial books, financial records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The CONTRACTOR shall provide access, during normal business hours, to such financial books, financial records, documents and other evidence upon request of the County Manager and of the County's Controller or the Controller's designees, hereinafter referred to as "the Controller," upon receipt of reasonable notice, either oral or written. The CONTRACTOR's financial books, financial records, documents and other evidence pertaining to services provided and costs and expenses incurred under and pursuant this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager and the Controller may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of CONTRACTOR's financial books, financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the CONTRACTOR, to the County's sole satisfaction, within thirty (30) days after the CONTRACTOR's receipt of written notice of such deficiencies. Failure of the CONTRACTOR to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

18. PUBLICITY / CONFIDENTIALITY

No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this AGREEMENT issued hereunder shall be issued or made without the prior written approval of the COUNTY. The CONTRACTOR shall not in any advertising, sales materials or in any other way use any of the names or logos of the COUNTY without the prior written approval of the COUNTY.

Any knowledge or information which the CONTRACTOR or any of its affiliates shall have disclosed or may hereafter disclose to the COUNTY, and which in any way relates to those services set forth in the Work Statement shall not, unless otherwise specifically agreed to in writing by the COUNTY, be deemed to be confidential or proprietary information, and shall be acquired by the COUNTY, free from any restrictions, as part of the consideration for this AGREEMENT.

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Exhibit A.1: Work Statement

Contractor Name: Adelphoi Western Region, Inc.

Service: Secure Juvenile Detention Facility

A. INTRODUCTION:

The CONTRACTOR will provide a program of short-term secure and safe detention (described below as the "Program") in that part of the COUNTY'S's former Shuman Center as described in detail in the "Building Addendum" attached hereto as Exhibit "A.2" (the "Detention Facility"). The CONTRACTOR's Program generally shall include but not be limited to the provision of a safe but secure environment for Juveniles (as defined in the Preamble to the AGREEMENT and restated below) awaiting further court proceedings, assessments, and evaluations while simultaneously providing Juveniles with on-site educational, medical, and various diagnostic services more fully described herein.

Commencing on the Service Commencement Date, the CONTRACTOR agrees to provide the Program as the COUNTY makes improvements and repairs to the buildings and infrastructure at the Detention Facility.

Commencing on the Service Commencement Date, the CONTRACTOR agrees to provide its Program to serve Juveniles in one (1) 12-bed male Detention Pod. The "Building Addendum," which is incorporated by reference and attached hereto as Exhibit "A.2", is a statement of the COUNTY obligations and understanding regarding the improvements and modifications that the COUNTY will make or cause to be made to the Detention Facility in order to meet those requirements for the operation of the Program that are mutually agreed to by the COUNTY and the CONTRACTOR.

As the COUNTY makes improvements and repairs to the buildings and infrastructure at the Detention Facility, the CONTRACTOR will provide its Program at the Detention Facility in an additional two (2) 12-bed male detention Pods, one (1) 12-bed female detention Pod, and one (1) 12-bed detention Pod for juveniles designated "Interest of Justice" cases (i.e. - Juveniles who are criminally charged as adults and in need of separate housing) such that the Detention Facility would have a maximum capacity of sixty (60) juveniles in a total of five (5) Pods.

B. CONTRACTOR'S PROGRAM:

I. JUVENILES TO BE SERVED BY THE CONTRACTOR'S PROGRAM

The CONTRACTOR's Program specifically shall serve a class of juveniles residing in or found in Allegheny County who are:

- a. Males and females between the ages 10-20 who have been formally charged with offenses of a serious or chronic nature offense; or
- b. Males and females between the ages 10-20 who have been deemed to be aggressive, at risk to abscond from an unsecured facility, display other serious delinquent behaviors or lack internal controls necessary to be managed safely in an open program or shelter setting; or
- c. Males and females between the ages 10-20 who have been adjudicated to be a delinquent due to the commission of offenses of a serious or chronic nature and who

cannot be housed in or managed in an open or unsecured program or shelter environment or setting due to the serious or chronic nature of the act committed or alleged to have been committed; or

- d. Males and females between the ages 10-20 whom the COURT or the COURT's Office of Juvenile Probation has determined must be detained in a secure facility.

(This class of males and females between the ages 10-20 described above shall be referred to collectively as the "Juveniles" and individually as a "Juvenile.").

- e. Notwithstanding, the above language limiting the Program to serve that class of Juveniles residing in or found in Allegheny County, upon the written consent of the COUNTY and the COURT, the CONTRACTOR is authorized to accept the admission of Juveniles for secure juvenile detention in the Detention Facility who are residents of another county of the Commonwealth of Pennsylvania (hereinafter "Sending County") upon such terms as the COUNTY, the COURT, and the CONTRACTOR shall agree in writing. The writing shall address, at a minimum, the following:
 - i. The number of out-of-county Juveniles that will be accepted during a defined period of time by a Sending County;
 - ii. A verification by the CONTRACTOR that it has entered into a written agreement with the Sending County for the secure detention of the Sending County's Juvenile(s);
 - iii. That the written agreement between the Sending County and the CONTRACTOR contains a clause wherein the Sending County agrees to reimburse the COUNTY for any physical damage caused to the Detention Facility by a Juvenile that the Sending County places in the Detention Facility;
 - iv. The per diem amount being paid by the Sending County to the CONTRACTOR for those Juvenile(s) to be transmitted to the Detention Facility;
- f. Prior to receiving any Juvenile from a Sending County into the Detention Facility, the CONTRACTOR shall obtain from the Sending County:
 - i. An indemnification and hold harmless agreement validly executed in favor of the COUNTY and the COURT in a form approved by the COUNTY; and
 - ii. A certificate of insurance of the Sending County extending to the COUNTY and the COURT any insurance coverage that it has obtained that insures its potential liability for the placement of Juveniles in out-of-county placements.

- g. Any funds received by the CONTRACTOR for the secure detention of Juveniles from a Sending County shall be offset against the monies owed by the COUNTY to the CONTRACTOR under this AGREEMENT.
- h. In the event that a Juvenile from a Sending County causes physical damage to the Detention Facility, the CONTRACTOR shall be responsible for collecting from the Sending County those funds required to repair any said physical damage and shall remit said funds to the COUNTY.

II. SPECIFIC COMPONENTS OF THE CONTRACTOR'S PROGRAM

A. Adherence to State Requirements for Operation of a Secure Detention Facility

- 1. The CONTRACTOR will adhere to and comply with the regulations set forth in 55 Pa. Code § 3800 *et seq.*, including the general provisions, general requirements, child rights, staffing, physical site, fire safety, child health, staff health, nutrition, transportation, medication, restrictive procedures, services, and child records regulations as well as applicable standards of The Joint Commission (to the extent that COUNTY Work at the Detention Facility is done in compliance with such standards as contemplated by Exhibit "A.2") in the operation of the Program and the Detention Facility.
- 2. The CONTRACTOR also will adhere to the regulations governing facilities serving nine or more children and the secure detention additional requirements and exceptions outlined in 55 Pa. Code §§ 3800.281 - 3800.283 in the operation of the Program and the Detention Facility.
- 3. The CONTRACTOR shall report any violations of the above-mentioned state regulations to the Allegheny County Court of Common Pleas Office of Juvenile Probation and shall submit an appropriate plan of correction to the Commonwealth of Pennsylvania's Department of Human Services.

B. Required Elements of CONTRACTOR's Program

- 1. No Ejection-No Rejection Policy: The CONTRACTOR will accept all Juveniles authorized by the Allegheny County Court of Common Pleas (the "Court")'s Office of Juvenile Probation for admission into the Detention Facility except under the following circumstances:
 - a. Juveniles who have a serious medical condition will require clearance by the CONTRACTOR's medical director or his/her/its designee in cooperation with UPMC Children's Hospital.
 - b. Juveniles experiencing a mental health crisis that requires evaluation for admission to a psychiatric hospital.

The CONTRACTOR will admit all such Juveniles described in subsections a and b above into the Detention Facility once they have been cleared for admission by medical or psychiatric professionals.

2. Admissions: The CONTRACTOR will operate and accept admissions of Juveniles twenty-four hours a day, seven days a week, and 52 weeks a year to the Detention Facility.
3. Capacity of the Detention Facility: Commencing on the Service Commencement Date, the CONTRACTOR agrees to provide its Program to serve Juveniles as defined below in one 12-bed male Detention Pod. As the COUNTY makes improvements and repairs to the buildings and infrastructure at the Detention Facility, the CONTRACTOR will provide its Program at the Detention Facility in an additional two (2) 12-bed male detention Pods, one (1) 12-bed female detention Pod, and one (1) 12-bed detention Pod for Juveniles designated "Interest of Justice" cases (i.e. - Juveniles that are criminally charged as adults and in need of separate housing). The licensed capacity of the Program may not be exceeded without the appropriate permissions and waivers as required by the Pennsylvania Department of Human Services.
4. Referral/Admissions Procedure for the Detention Facility: The CONTRACTOR shall admit Juveniles transported to the Detention Facility only upon appropriate authorization received from the Court or the Court's Office of Juvenile Probation.
5. Trauma-Informed Care and Other Norms: The CONTRACTOR shall operate the Program based upon a model of trauma-informed care that provides a blueprint for developing therapeutic communities that promote recovery. Trauma-informed care is an approach in the human services field that assumes an individual likely has a history of trauma and that further re-traumatization should be actively avoided. Being trauma-informed is a process that empowers individuals to feel safe, engage in emotional management, experience and identify loss, and work towards future goals. The CONTRACTOR shall provide extensive training to its staff to recognize the symptoms of trauma and develop a treatment plan for each Juvenile to improve the Juvenile's engagement, adherence, and overall well-being.

The CONTRACTOR's Program also is expected and shall actively promote the norms of nonviolence, emotional intelligence, social learning, democracy, open communication, social responsibility, and growth and change among the Juveniles served at the Detention Facility.
6. Recreation: The CONTRACTOR will provide for no less than one (1) hour of recreation each day for Juveniles at the Detention Facility. The recreation will be organized and structured. Recreation will occur in the gymnasium and the outdoor secure courtyards of the Detention Facility.
7. Spirituality: During intake in the Detention Facility, the CONTRACTOR will develop a specific plan with each Juvenile to meet the Juvenile's religious and spiritual needs. The CONTRACTOR will partner and contract with a chaplain that will work with other clergy members with whom the Juvenile

wishes to engage.

8. Psychiatric and Psychological Services: The COUNTY currently contracts for psychiatric and psychological services for Juveniles in detention. The CONTRACTOR will provide appropriate facilities and space at the Detention Facility for the COUNTY's delivery of these services.
9. Food Service: The CONTRACTOR will provide meals and snacks to the Juveniles at the Detention Facility that meet or exceed regulatory requirements. At minimum, meals must meet the standards set by the United States Department of Agriculture's National School Lunch Program. A meal will be available to Juveniles upon admission into the Detention Facility and then three times daily.
10. Furniture, Fixtures, Equipment and Miscellaneous Contracted Services:
 - a. The CONTRACTOR shall provide furniture, fixtures, equipment and miscellaneous contracted services including, but not limited to: furniture for the Pods (tables, couches), office furniture for administrative space and control room, vehicle(s), computers, televisions, mattresses, shelving, filing cabinets, clothes washer, clothes dryer, towels, bed linens, pillows, metal detectors as necessary (stationary and portable), internet service, cable tv service.
 - b. The COUNTY shall provide Bed/desk combo unit for bedrooms in the Pods.
11. Family Visitation: The CONTRACTOR will provide family visitation facilities and visitation assistance to Juveniles at the Detention Facility in accordance with the following requirements and standards:
 - a. The CONTRACTOR will offer a flexible and family accommodating visitation schedule along with assistance that helps eliminate barriers such as transportation.
 - b. The CONTRACTOR will implement and put into place subject to approval of the COURT a variety of visitation protocols to accommodate various types of visitations (standard visitation, supervised visitation, no-contact visitation).
 - c. The CONTRACTOR also will permit and facilitate phone calls between Juveniles and their permitted contacts at no charge to the Juvenile or their family. Each Juvenile must be permitted to make phone calls each day to family members.
 - d. The Court's Office of Juvenile Probation will provide a list of approved contacts and visitors and only those on the list will be permitted to contact and/or visit the Juvenile while in the Program.

12. Assessments and Therapeutic Services:
- a. The CONTRACTOR will provide a battery of assessments for Juveniles, including the Massachusetts Youth Screen Instrument—Second Version (MAYSI-2), Child and Adolescent Needs and Strengths (CANS), Trauma Screen, and Suicide Screen.
 - b. A written integrated assessment summary will be provided to the assigned probation officer and to the assigned Children Youth & Family caseworker for dually adjudicated Juveniles. Each Juvenile will be assigned an individual counselor who will manage the details of each Juvenile’s stay at the Detention Facility, arrange services and communicate with family members and Court officials.
 - c. The CONTRACTOR will work with each Juvenile’s mental health team, including his/her Mental Health Service Coordinators to coordinate post-discharge mental health services. The CONTRACTOR also will ensure that each Juvenile attends a curriculum-based group counseling session each day.
 - d. The CONTRACTOR will provide group counseling opportunities to Juveniles at the Detention Facility on a variety of topics utilizing evidence-based curricula. Sample group counseling curriculum topics include but shall not be limited to: 1) Preparing for treatment in a residential program; 2) Preparing for treatment in the community; 3) Preparing for probation; 4) Introduction to Aggression Replacement Training; 5) Stages of Behavioral Change; 6) Values clarification exercises; 7) Introduction to Conflict Resolution; 8) Gun Violence; 9) Success Stories; 10) Orientation to Future; 11) Procedures that lead to change (WDEP).
13. Safety and Security: The CONTRACTOR will provide a safe, structured and accountable environment for all Juveniles at the Detention Facility. In order to provide a safe and secure environment, the CONTRACTOR will provide the following or adhere to the requirements set forth below:
- a. Individual secure bedrooms.
 - b. Secure control room(s).
 - c. Card access based on the Detention Facility’s permission matrix.
 - d. Clear lines of sight and minimal places to isolate.
 - e. Windows in walls where appropriate.
 - f. Sufficient physical space.
 - g. Individual shower facilities.

- h. On-site recreational facilities.
- i. Staff to resident ratio of 1:6 during awake hours.
- j. Utilize security hardware/software to track staff's tours and patrols in real time.
- k. Camera monitoring of all common and living areas with recording kept for a minimum of 90 days.
- l. Visitor management technology (red box).
- m. Contraband detection technology.
- n. Monitor and make unit/room assignments based on risk factors.
- o. Adhere to and enforce a no-touch policy. Juveniles are prohibited from making any physical contact with other Juveniles or staff. Staff are prohibited from making any physical contact with a Juvenile, except for a handshake, unless the physical contact is to intervene when there is a safety risk to self or others.
- p. Juveniles must be in staff eyesight at all times.
- q. 3rd party screening of all entrants, including visitors, vendors, and personnel.
- r. An on-site administrator must be at the Detention Facility to maintain the safety of the environment during normal business hours. An on-call administrator will be available to support the Program during all other times.
- s. The CONTRACTOR's staff will physically check each resident's room every 8 minutes during sleeping hours.
- t. The CONTRACTOR will participate in the design, drawing, and material selection process, as more fully described in the Building Addendum attached hereto in order to ensure that the Detention Facility is safe and secure for clients and staff. The CONTRACTOR will have reasonable access to the Detention Facility during all phases of renovation.
- u. The CONTRACTOR shall provide access to authorized COUNTY personnel and contractors having requisite security clearances for the purpose of maintenance, upkeep and repair of the Detention Facility.

14. Behavior Management and Discipline:

- a. The CONTRACTOR will train its staff in Safe Crisis Management to promote an environment that is proactive and rooted in prevention strategies. Safe Crisis Management emphasizes program organization, structure, and relationship building, with the goal of limiting the amount of crisis behavior in the environment of care. More specifically, the CONTRACTOR shall train its staff to use the least restrictive alternative at the time of crisis intervention. When crisis behavior does occur, the CONTRACTOR’s staff will use secondary strategies including non-verbal, para-verbal, and verbal interventions. Only when there is a clear danger to self and/or others shall physical techniques be utilized by the CONTRACTOR’s staff.
- b. Discipline in Safe Crisis Management shall be used by the CONTRACTOR’s staff as an opportunity for Juveniles at the Detention Facility to learn and grow. The discipline and consequence strategies utilized by the CONTRACTOR shall adhere strictly to Pennsylvania Department of Human Services regulations governing detention facilities. The CONTRACTOR’s staff will challenge Juveniles to plan alternatives, examine the function of his/her behavior, use the principle of “Procedures that lead to Change,” and restore their community.

15. Staffing: The CONTRACTOR shall provide that the Detention Facility is staffed with awake counselors on a 24-hours a day basis.

- a. The CONTRACTOR must maintain a staff to resident ratio of 1:6 during awake and sleeping hours.
- b. The CONTRACTOR shall administer the Program at the Detention Facility through a unit director under the direction and oversight of the CONTRACTOR’s regional program director. The regional program director shall be responsible for the Program’s performance and adherence to the requirements, standards and criteria set forth in this Work Statement and the CONTRACTOR’s own standards, policies, procedures, and applicable state and federal regulation and laws.
- c. The CONTRACTOR’s staff providing the Program at the Detention Facility shall meet the following minimum standards and requirements:

Number of Staff	Position	Qualifications**
1	Regional Director	B.S. required, progress on Master’s degree preferred
1	Unit Director	B.S. required, Master’s degree preferred
3*	Shift Supervisor	B.S. required or A.S. with experience
1	Clinical Coordinator	B.S. required
8*	Counselor	B.S. or A.S.

3*	Midnight Counselor	A.S. or 60 college credits
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*This quantity subject to change as additional Pods open.

**Qualifications are subject to change based on regulatory updates, equivalencies, and waivers.

16. Duty to Report Abuse or Offense: The CONTRACTOR shall inform all Juveniles entering the Program at the Detention Facility that any past abuse or offense that the Juvenile discloses to CONTRACTOR's staff must be reported to the appropriate agency.
17. Juvenile Records: The CONTRACTOR will maintain a clinical record for each Juvenile in accordance with the following standards:
 - a. The record will contain intake information, medical services records, daily progress notes, assessment information, treatment plans, safety plans, vulnerability assessments, education records, incident reports, visitor and phone logs, and all information required by 55 Pa. Code §§ 3800.241 – 3800.245.
 - b. The CONTRACTOR's clinical records may be kept in a hybrid form, that is, both electronic and paper based. The CONTRACTOR shall preserve all clinical records for eight (8) years unless otherwise agreed to by the Parties or as required by applicable law.
18. Court Proceedings and Juvenile Access: The CONTRACTOR will provide appropriate physical space and technology to facilitate effective communications between Juveniles and their attorneys, advocates, treatment providers, caseworkers, and probation officers. The CONTRACTOR also will equip the Detention Facility with space and technology necessary to conduct court proceedings at the Detention Facility.
19. Third Party Services:
 - a. Medical: The CONTRACTOR will enter into a contract with UPMC Children's Hospital to provide the medical services necessary to meet the needs of Juveniles at the Detention Facility, including appropriate on-site nursing coverage and on-site oversight of any prescribed medications. More specifically, the CONTRACTOR will ensure that the on-site medical services, as administered by UPMC Children's Hospital personnel, include admission screening, health screening, physical examinations consistent with the regulations set forth in 55 Pa. Code § 3800 *et seq.*, including ongoing medical care and the continuation of any prescribed medications at the time of admission, as well as transition planning and aftercare. The CONTRACTOR contractually shall require that UPMC Children's Hospital appoint a fully licensed and qualified medical director to oversee the operations of the on-site medical services at the Detention Facility.
 - b. Pharmaceutical: The CONTRACTOR will enter into a contract with Mainline Pharmacy, to provide medications for Juveniles as needed. The

CONTRACTOR contractually shall require that the pharmacy will supply prescription and over the counter medications prescribed for Juveniles as well as medication storage carts, side effect sheets, and medication administration records. The pharmacy will also transfer prescriptions as appropriate to other pharmacies for aftercare of Juveniles leaving the Detention Facility.

- c. Education: The CONTRACTOR will enter into an appropriate agreement, memorandum of understanding or contract with the Allegheny Intermediate Unit (AIU) to provide high quality on-site education at the Detention Facility. The CONTRACTOR contractually shall require that the education provided by the AIU will occur in classrooms that do not exceed 12 students. In addition, the CONTRACTOR contractually shall require that the AIU's teacher of record, its counselors and behavior support specialists will be present to support the classrooms. Education records will be maintained by the CONTRACTOR in cooperation with the AIU and supplied to the appropriate school district post discharge. The educational offerings will be evaluated on an annual basis with the juvenile probation department.
- d. Notwithstanding the above, in the event that any of the above-referenced third-party vendors in the future are unable or unwilling to provide the above-described services, the CONTRACTOR will enter into a contract with a replacement third party vendor in consultation with the COUNTY.

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Exhibit A.2: Building Addendum. Improvements and Modifications to the Detention Facility

A. INTRODUCTION:

To facilitate the CONTRACTOR's provision of a program of short-term secure and safe detention as described in detail in the Work Statement ("the Program"), the CONTRACTOR shall have use and operational control in those areas within the buildings and grounds of the COUNTY's former Shuman Center (the "Detention Facility") as follows:

1. Commencing on the Service Commencement Date, the CONTRACTOR shall have use and operational control of those areas consisting of the following: one (1) 12-bed male Detention Pod, the gymnasium and accompanying grounds as identified on the set of drawings mutually agreed to by the parties and attached hereto as Attachment "1."
2. As the COUNTY makes improvements and repairs to the buildings and infrastructure at the Detention Facility (the County Work), the CONTRACTOR, in addition to the areas described in paragraph 1 above, shall have use and operational control of the following additional areas: An additional two (2) 12-bed male Pods, one (1) 12-bed female Pod, and one (1) 12-bed Pod for Juveniles as designated "Interest of Justice" cases (i.e. - Juveniles that are criminally charged as adults and in need of separate housing), as well as those areas of the Detention Facility needed by the CONTRACTOR to adequately house its administrative, pharmacy, medical, nursing, kitchen and food preparation area, information technology, attorney visitation, family visitation, and court hearing functions and the accompanying grounds (the Additional Areas). The Additional Areas are preliminarily identified on the set of drawings mutually agreed to by the Parties and attached hereto as Attachment "2." The Parties agree that space planning for the Additional Areas required by CONTRACTOR to carry out the above listed administrative functions will continue after the execution of this Agreement and that Attachment "2" will be revised as mutually agreed by the Parties at the time of the completion of construction drawings.

B. COUNTY PROMISES APPLICABLE TO ALL COUNTY WORK:

1. The COUNTY shall prepare and submit preliminary and construction drawings for the County Work to the CONTRACTOR for review. The CONTRACTOR shall have ten (10) days after the receipt of each set of drawings in which to review the drawings and give the COUNTY written comments and/or its requested changes. If the CONTRACTOR requests any changes, the COUNTY shall make those changes, or the appointed representatives of the COUNTY and the CONTRACTOR will meet and work in good faith to resolve any disagreements.
2. In addition to the above, the COUNTY shall include the CONTRACTOR in decision-making regarding the Detention Facility's design, material selection, and construction.
3. The CONTRACTOR shall have the right to approve all materials used in the Detention Facility provided that such approval shall not be unreasonably withheld.
4. Within thirty (30) days of the occurrence of the Service Commencement Date (as such term is defined in the Agreement) and within thirty (30) days of the completion of the COUNTY Work, CONTRACTOR and the COUNTY will mutually agree to a punch list of work items to be

completed or repaired, and the COUNTY shall use its best efforts to complete the punch list items within ninety (90) days.

5. The COUNTY will be responsible for obtaining building permits, temporary occupancy permits and zoning approvals.
6. To the extent allowable by budget allocations, COUNTY Work at the Detention Facility will be done in compliance with Joint Commission standards to enable the CONTRACTOR to operate the Program in accordance with the requirements as set forth in Exhibit "A.1" to the Agreement. Should any conflict arise between applicable local building codes and/or requirements and relevant Joint Commission standards, applicable local building codes and/or requirements shall be controlling.

C. COUNTY PROMISES APPLICABLE TO THE OPENING OF ONE (1) POD FOR MALE JUVENILES AS CONTEMPLATED IN PARAGRAPH A (1) OF THIS EXHIBIT.

1. Design and build a floor plan to accommodate the following functions within the Detention Facility's gymnasium and the pod to be identified in the building drawings attached hereto as Exhibit "A.3."
 - a. General Improvements and Modifications:
 - 1) Sally port entrance from the outside perimeter of the Detention Facility for staff, clients, vendors, and Juveniles
 - b. Pod Improvements and Modifications:
 - 1) Visitation room
 - 2) Living area
 - 3) Dining area
 - 4) Classroom for 12 desks
 - 5) Secure control room
 - 6) Surface and/or shear magnetic locks on all identified doors, including bedrooms
 - 7) Card access system for all identified doors and access points
 - 8) Access to secure indoor recreation area in the gymnasium
 - 9) Evacuation area from the Pod to the fenced courtyard
 - c. Gymnasium Modifications (temporary build-out to provide the Program in the area described in Attachment "1"):
 - 1) Sally port area at entrance of gymnasium to control access to the Pod

- 2) Storage
- 3) Staff lockers
- 4) Medical lockers
- 5) Medical area
- 6) Dental area
- 7) Intake area
- 8) Processing area
- 9) Administrative area
- 10) Food storage and preparation area
- 11) Office for food service supervisor

D. COUNTY PROMISES APPLICABLE TO THE OPENING OF ADDITIONAL PODS AS CONTEMPLATED IN PARAGRAPH A (2) OF THIS EXHIBIT.

Design and build a floor plan to accommodate the opening of additional pods as contemplated in paragraph A (2) of this Exhibit, including but not limited to the following items as agreed to by the parties to be detailed in the construction drawings:

1. Three (3) additional secure Pods (2 male and 1 female) and one Pod for juveniles designated as 'Interest of Justice' cases.
2. Sprinkler system for the entire Secure Detention Facility.
3. Switch rack(s) for Contractor provided server.
4. Uninterrupted power supply.
5. Secure doors and magnetic locks.

Exhibit A.2
Attachment 1