

**MEMORANDUM OF
UNDERSTANDING BETWEEN

COUNTY OF VENTURA

AND

GOODWILL INDUSTRIES OF
VENTURA AND SANTA
BARBARA COUNTIES**

This Memorandum of Understanding, referred to as the “Agreement,” is made and entered into by and between the **County of Ventura (“County”)**, and **Goodwill Industries of Ventura and Santa Barbara Counties (“Goodwill”)**, to set forth the roles and responsibilities for a Tattoo Removal Program to benefit Ventura County residents. This Agreement is effective as of the later date of the signatures below (the “Effective Date”).

WHEREAS, tattoo removal, particularly tattoos representing a history of gang affiliation or prison, has been shown to improve employment opportunities and reduce recidivism; and

WHEREAS, Goodwill confirms that it meets the requirements to have in place a medical device for removal of a tattoo from a person’s skin and appropriate facilities for performance of tattoo removal services; and

WHEREAS, tattoo removal services will only be performed by licensed physicians, and/or physicians assistants and registered nurses under the supervision of a physician, who are in good standing and trained in using a medical device that uses intense pulse light to remove tattoos; and

WHEREAS, County is seeking to expand County’s Tattoo Removal Program and will purchase and provide to Goodwill one Astanza Duality tattoo removal device for the provision of tattoo removal services for eligible Ventura County residents to be used and housed at Goodwill for the

term of this MOU;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Goodwill agree as follows:

1. County Obligations:

- 1.1 County agrees to purchase one Duality tattoo removal medical device (“Device”) from Astanza Laser, LLC (Astanza), which uses an ultra-short, powerful pulse of light energy for photoacoustic ink shattering.
- 1.2 County agrees to purchase, from Astanza, a four (4) year “Gold Level” maintenance plan for service of the Device.
- 1.3 County agrees to provide the Device and maintenance plan to Goodwill for the purpose of Goodwill providing tattoo removal services to qualified County residents pursuant to the terms of this Agreement (“Services”).
- 1.4 County agrees to assist Goodwill in responding to inquiries and providing standard information about the Services.
- 1.5 County agrees to provide Spanish translation of required forms.

2. Goodwill Obligations:

- 2.1 Goodwill agrees to provide appropriate physical facilities and utilize only licensed physicians, and/or physician’s assistants or registered nurses under a physician’s supervision, who are in good standing with the Medical Board of California/California Board of Registered Nursing to perform the Services.
- 2.2 Goodwill agrees to provide the Services no less than 18 half-day clinics per year. More clinics can be held at Goodwill’s discretion. Services will be focused on removal of tattoos that are gang-related or on the neck, face, hands or arms that may affect

the ability to seek employment. Priority will be given to clients referred by the organizations listed on Attachment A, which may be updated as needed. All Services will be provided free of charge to the client.

- 2.3 Goodwill agrees to provide sufficient medical professionals and trained staff/volunteers required to provide the Services, as well as necessary supplies i.e., bandages, creams, forms etc.
- 2.4 Goodwill agrees to manage all Services from beginning to end, including appointments, informed consent, treatments, discharge and follow-up care.
- 2.5 Goodwill is responsible for assuring that all medical professionals providing the Services will attend and complete all required trainings provided by Astanza.
- 2.6 Goodwill is responsible for assuring that all Services are provided according to state guidelines and at all times in strict accordance with currently approved methods and practices of the professional specialty.
- 2.7 Goodwill is responsible for assuring that all medical providers have in place, and provide proof of, professional liability (malpractice) coverage which will cover all services provided under the MOU, irrespective of the time at which such claim(s) may be filed or settled.
- 2.8 Goodwill agrees to cover all costs related to housing of the Device, including meeting the electrical requirements of the Device manufacturer (see Attachment B - Electrical Requirements).
- 2.9 Goodwill agrees to provide proof of insurance as follows: Goodwill, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- A) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
- B) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Goodwill and Employer's Liability in the minimum amount of \$1,000,000.
- C) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Goodwill's insurance coverage and will not contribute to it.
- D) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- E) The County of Ventura, its boards, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by Goodwill under the terms of this contract on all policies required (except Workers' Compensation).
- F) Goodwill agrees to waive all rights of subrogation against the County of Ventura, its boards, agencies, departments, districts, officers, employees, agents and volunteers for losses arising from work performed by Goodwill under the terms of this contract as it pertains to Workers' Compensation.
- G) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been

given to the County's, Risk Management Division.

H) Goodwill agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this agreement.

2.10 Indemnification, Hold Harmless and Waiver of Subrogation:

All activities and/or work covered by this contract will be at the risk of Goodwill. Goodwill agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, districts, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Goodwill, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of subsidized in whole or in part by Goodwill, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Goodwill agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this agreement.

2.11 Goodwill agrees to provide an annual report to the County on the number of clients and treatments provided during the prior year.

The annual report will be provided within 30 days following the anniversary of the Effective Date.

- 2.12 Goodwill agrees to not discriminate in providing Services on the grounds of race, age, gender, color, creed, religion, national origin, qualified handicap, marital status, veteran status or any protected status as defined by federal or state law.
3. The Device shall remain the property of the County for five (5) years following the Effective Date and shall be housed exclusively at Goodwill unless agreed otherwise by the parties. At the conclusion of the five (5) year term, provided Goodwill has been in compliance with the terms of the Agreement, full ownership of the Device will transfer to Goodwill. The provision of Services and use of Goodwill physical premises, free of charge, during the term of this Agreement shall be deemed good and valuable consideration to transfer ownership of the Device. These terms constitute the full compensation being provided by County to Goodwill under this Agreement.
4. Press releases will be reviewed and agreed to by County and Goodwill prior to distribution to the media.
5. Nothing in this Agreement shall affect or interfere with the rules and regulations that apply to Goodwill or its providers.
6. This Agreement does not create any agency, partnership, joint venture or corporate relationship between County and Goodwill. In the performance of the Services it is mutually understood and agreed that Goodwill is at all times acting as an independent contractor.
7. Goodwill shall have exclusive control over all Services. It is understood and agreed that Goodwill is to assure that Services shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards.

8. County assumes no liability by virtue of this Agreement. County is in no way responsible for the quality of care rendered in or by Goodwill, its agents, employees or volunteers in the provision of the Services.
9. This Agreement shall commence on the Effective Date and shall continue in effect for five (5) years thereafter.
10. This Agreement shall be subject to immediate termination by County on the occurrence of any of the following: a) By mutual consent of County and Goodwill; b) Upon a change in laws or standards which prohibits or restricts the terms of this Agreement; c) Upon County's determination of a material breach of this Agreement by Goodwill.

This Agreement may be terminated by either party, with or without cause, upon at least sixty (60) days prior written notice to the other party.

Upon termination of the Agreement, the Device shall be returned to County.

11. All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested, by overnight courier, or by electronic mail, confirmed in writing addressed or delivered as follows:

Goodwill:

Peter Marcus, President/CEO (or Successor)
RE: Tattoo Removal Program
1401 N. Rice Avenue
Oxnard, California 93030

County:

District 3 – Supervisor Kelly Long (or Successor)
RE: Tattoo Removal Program
1203 Flynn Road, Suite 220
Camarillo, California 93012

County Executive Office
RE: Tattoo Removal Program
Hall of Administration Building, 4th Floor
800 S. Victoria Avenue
Ventura, California 93009

Either party may change the address to which notices are to be delivered by giving notice as hereinabove provided. Any notice shall be deemed to have been given, if hand delivered, or sent by overnight courier, as of the date delivered or if sent by electronic mail when confirmed in writing, or if mailed as provided herein, on the third day after mailing.

12. No assignment of this Agreement, whether by operation of law or otherwise, nor sale or transfer of any interest in this Agreement, shall be valid without the prior written consent of both parties.
13. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same agreement.

FOR GOODWILL INDUSTRIES OF VENTURA AND SANTA BARBARA COUNTIES

by: _____
Date

FOR COUNTY OF VENTURA

by: _____
Date

Tattoo Removal Program

Client Referral Agencies

The following agencies and organizations have expressed an interest in the program and referring their clients for treatments.

1. Probation
2. Public Defender's Office
3. Ventura Training Center
4. GEO Reentry
5. HSA's Justice Involved Re-entry Programs, such as STEPS and others
6. Coalition for Family Harmony
7. Goodwill Industries
8. Life Line Outreach
9. Salvation Army
10. WOSMOH.org



ASTANZA

Laser Electrical Requirements and Power Usage

Outlet Requirement

The treatment room will need an L6-20 or L6-30 twist-lock outlet that provides:

- 220V at 20 (or 30) Amps
- 50/60 Hz, Single Phase

The outlet resembles a 2-inch black circle, very similar to that of a clothes dryer.

Cost of electrician installing the outlet: \$300 - \$500

Power Consumption

Some clients ask about the amount of electricity the laser needs to operate because landlords at commercial office space worry about excess draw.

The simple answer is that the amount used by even a highly-utilized laser is quite low, and will not require any "sub-metering" or extra rent/expense to be paid by the tenant.

Based on the following details:

- Lasers run on 220V
- Duality draws 8 Amps, and Eternity draws 16 Amps (wire for 20 Amp to have safety margin)
- Wattage is 1760 Watts to 3520 Watts depending on system
- Average clinic at \$300k annual revenue is doing 1500 treatments per year
- Average treatment takes 5 minutes or less of laser time
- Average cost per kW hour is 10¢ to 20¢

Duality use:

1760 Watts (1.76 kW) x 1500 Treatments x 5 minutes (.083 Hour) = 219 kWh

Cost is \$21.90 to \$43.80 annually, so incredibly low

Eternity/Trinity use:

Similar because only one laser is firing at a time

For comparison, please note that a desktop computer consumes 60-250 Watts, and typical offices have at least 5 or 10 computers running for 40 hours per week - which would use up to 5200 kWh (**\$1,040**) annually.



Example of L6-20 Twist-Lock Outlet