

Exhibit E

An assessment shall be imposed upon the Contractor in each of the following categories:

Late Meal Service	\$5,000 per occurrence
Improper or Unauthorized Meal Substitutions	\$5,000 per occurrence
Inadequate Staff to Inmate Ratio	\$5,000 per occurrence
Sanitation Deficiencies	\$5,000 per occurrence
Equipment Damage	\$5,000 per occurrence
Security Breach	\$5,000 per occurrence
Failing to Meet Alameda County Health Regulations	\$5,000 per occurrence
Failing to Meet California Minimum Jail Standards (Title 15)	\$5,000 per occurrence
Failing to Meet American Correctional Association Standards (ACA)	\$5,000 per occurrence

The assessment process shall be as follows:

The Alameda County Sheriff's Office (ACSO), or its designee, shall notify Contractor electronically or in writing of any occurrence(s) and the proposed assessment. Contractor shall have five (5) business days to provide a response. ACSO shall consider the Contractor's response and the factual situation when making a final determination related to the assessment. This notice and reply period is for assessments only.

Upon final determination by ACSO, the full amount of the assessment shall be reflected as a credit to ACSO in the next invoice. If any credit exceeds the amount of the invoice, the Contractor shall submit a check for the credit balance to ACSO along with the invoice.

This is not a liquidated damages provision and any assessment does not excuse Contractor from their obligations under this agreement, or any breach.