

1	6/16/15	ADA Consultant	Entered into service agreement with Sabot Consulting to perform a comprehensive review of mobility issues in the jail. It was approved by the Procurement Director under her delegation of authority.
2	9/29/15	ADA Consultant	Board approved contract with Sabot Consulting for comprehensive analysis of DOC's ADA compliance, policy review, training for DOC staff, and ongoing compliance and onsite monitoring.
3	7/1/15	Classification Expert	Funding was approved by the Board effective 7/1/15 for an independent classification expert to conduct a validation and reliability study of the current inmate classification system.
3	11/3/15	Classification Software	This is an off-the-shelf IT solution for a validated classification system that will be needed, and it was included this as a future need in a 11/3/15 report to the Board of Supervisors.
4	10/6/15	Video system for jail	County Administration's reponse to Public Safety Action Plan includes next steps for jail video. Supplemental information is an update on what has happened since 10/6/15
5	8/11/15	SB 863 proposal	Board approved the proposal to the state for funding new jail construction
6	9/29/15	SB 863 financing	Board approves financing plan for SB 863
7	2/10/15	MGT Assessment	Jail needs assessment approved by the Board
8	6/29/15	PREA auditor	Service agreement approved by the Procurment Director under her delegation of authority. Auditor for Prison Rape Elimination Act compliance at jail facilities.
9	11/3/15	Training for custody staff	Report back to board on implicit bias and CIT training for staff
10	7/1/15	New Custody A/S	Board approved the addition of a new Asst Sheriff to oversee custody operations
11	10/22/15	Gender response trng	Off agenda report to the Board on the DOC's plan for gender responsiveness training for Classification staff at the jail
12	11/3/15	Budget request for jail	Board approved budget request for various needs in the jail: compliance positions, training for staff, ADA consultant and software, increased chaplaincy services, inmate classification oversight positions, vocational training position, and academy funding to help fill vacancies.
13	11/3/15	ADA software	Board approved funding for ADA tracking software
14		Chaplaince Services	Amending contract to increase chaplaincy services to inmates
15		IAPRO software	Early warning software, currently in county's procurement process
16	11/16/15		Agenda for CIT Training Program
17	9/29/15	MIOCR Grant	Grant Application for Mentally Ill Offender Crime Reduction Grant
18	10/20/15	Traditions Contract	Contract for psychiatric services

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Sabot Technologies, Inc. dba Sabot Consulting		
Purchase Order Number:	4400006709		
Agency/Department Name:	Department of Correction	Department Number:	0240
Brief Description of Services:	Conduct a comprehensive ADA evaluation of Santa Clara County jail facilities.		

Maximum Financial Obligation

The maximum amount payable to this contractor under this agreement shall not exceed:	\$ 89,600
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Term of Agreement

Start Date: (When left blank, start date will be the date executed by Authorized County Representative)	07/01/2015	End Date:	06/30/2016
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For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
<i>Line 1</i>	H	0240	5255100	3400	89,600		
<i>Line 2</i>	Select...						
<i>Line 3</i>	Select...						
<i>Line 4</i>	Select...						
<i>Line 5</i>	Select...						

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Sabot Technologies, Inc. dba Sabot Consulting
Contact Person:	Mike Brady
Street Address *:	101 Parkshore Drive
City, State, Zip *:	Folsom, California 95630
Telephone Number *:	Office: 1-888-447-2268 (Office) / Mobile: 916-798-2504
Email Address *:	Mike.Brady@sabotconsult.com
SCC Vendor Number (As Assigned In SAP):	0001036924
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

County of Santa Clara

Agency / Department:	Department of Correction
Program Manager/ Contract Monitor Name:	Capt. Kevin Heilman
Street Address:	180 W. Hedding Street
City, State, Zip:	San Jose, CA 95110
Telephone Number:	(408) 808-3643
Fiscal Contact (Accounts Payable Contact):	Chwan-Fang Lee
Contract Preparer:	Liza Capulong

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

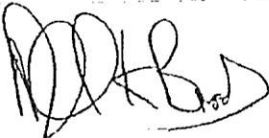
It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature.

SIGNATURES

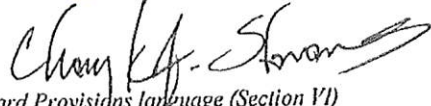
Contract is not valid until signed by Contractor and County's Authorized Representative.

Agency/Department Manager:  Date: 6/10/15

Agency/Department Fiscal Officer:  Date: 6/10/15

Contractor:  Sabat Technology, Inc. dba Sabat Consulting Date: June 9, 2015

County Authorized Representative:  Date: 6/16/2015
(Procurement Department, Board of Supervisors, or Delegated Authority)

County Counsel:  Date: 6/11/15

(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.)
Please note: Attachments or exhibits that include additional terms and conditions, conflict with the County's standard provision: or require risk assessment must be approved by County Council.

Office of the County Executive: _____ Date: _____
(Signature required when Board approved contract by a delegation of authority)

Attest Clerk of the Board: _____ Date: _____
(Signature required when Board approved contract)

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown. No

Training: Will the County instruct the contractor on how to do the job or pay for external training? No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? Yes

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? Yes

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before—answer NO. No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) No
Enter below the business license number and the city/entity where issued.

Bus Lic. # 15-00008895 Issued by: City of Folsom

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V. No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. No

If at least 5 of the above questions were answered "NO", Contractor is an Independent Contractor. ✓

If 5 or more of the above questions were answered "YES", Contractor is a Dependent Contractor, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: *MKS 6/9/2011* Reviewed by Dept. Fiscal Officer: *JR*

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or See Attachment A incorporated by this reference

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or See Attachment A incorporated by this reference

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Or See Attachment A incorporated by this reference

D. PAYMENT SCHEDULE

Contractor will invoice the County for the full payment amount upon delivery of the Final Comprehensive Report, and upon the County's acceptance of the report.

Full payment amount:
\$89,600.

Late Payment Charges or Fees:
The County will not pay late payment charges or fees.

Note:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Or See Attachment incorporated by this reference

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. NON-DISCRIMINATION

✓ Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

– OR –

Alternate Non-Discrimination Language Attached As Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

I. TERMINATION

✓ Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

– OR –

Alternate Termination Language Attached As Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval).

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County responds to the CPRA request. If Contractor fails to obtain such a remedy before the County responds to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

Yes

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

Yes

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

No

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

No

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Agreement, etc.)

A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

✓ Exhibit Name(s) Exhibit 1 - Business Associate Agreement

The Exhibits named above are attached and incorporated by this reference

ATTACHMENT A CONTRACT SPECIFICS

A. SCOPE OF SERVICE

1. Contractor shall conduct a comprehensive *Americans with Disabilities Act* (ADA) assessment of Santa Clara County correctional facilities located in San Jose and Milpitas, California.

Main Jail North

150 W. Hedding Street
San Jose, CA 95110

Main Jail South

180 W. Hedding Street
San Jose, CA 95110

Elmwood Complex

701 South Abel Street
Milpitas, CA 95035

2. Contractor shall conduct a comprehensive ADA assessment based upon a full review of policies, procedures, and practices which include, but are not limited to, all policies, procedures, and practices regarding:
 - 2.1 Inmates with mobility disabilities.
 - 2.2 Classification and/or housing of inmates with mobility disabilities.
 - 2.3 Inmates requiring assistive devices.
 - 2.4 Out-of-cell time as they relate to all inmates in County jail facilities.
 - 2.5 Out-of-cell time as they relate to inmates with mobility disabilities.
 - 2.6 Programs, services, or activities offered at County jail facilities, including but not limited to:
 - Formally organized programs, services, or activities (e.g. GED classes)
 - One-on-one programs, services, or activities (e.g. Roadmap to Recovery)
 - Informal programs, services or activities (e.g. Watching television)
 - 2.7 Provision and/or access to the programs, services, or activities offered at the County jails as described in Section 4.2.6 above, including the number of inmates with mobility disabilities who have previously or are currently participating in any of the County's formally organized programs, services, or activities.
 - 2.8 Staff training with respect to addressing the needs of inmates with mobility disabilities.
 - 2.9 Identification and tracking of inmates with mobility disabilities.
 - 2.10 Grievance process as it relates to inmates with mobility disabilities, including but not limited to, requests for accommodation.

3. Contractor shall also conduct any other ADA-related analysis of the Santa Clara County correctional facilities as directed by County Counsel during the course of this contract period.

B. DELIVERABLES, MILESTONES, AND TIMELINE FOR PERFORMANCE

1. Upon the County's execution of the Agreement, Contractor will attend a joint meeting with the County and other associated parties for a pre-evaluation meeting based on the earliest availability of all parties.
2. Within sixty (60) days of being retained by the County, Contractor must draft a comprehensive report that addresses Section A.2 of the Scope of Service that:
 - Includes all findings based on the assessment, including conclusions and recommendations for any remedial steps.
 - Details the information upon which the findings and conclusions are based.

Contractor must obtain written approval from Santa Clara County's Deputy County Counsel if more time is needed to complete the report.

3. Contractor will attend a joint meeting with the County and other associated parties for a post-evaluation meeting regarding the comprehensive report that addresses Section A.2 of the Scope of Service, based on the earliest availability of all parties.
4. Within 120 days of being retained by the County, Contractor shall deliver all ADA-related analysis to County Counsel. Each page of the analysis report must be marked "confidential".

Contractor must obtain written approval from Santa Clara County's Deputy County Counsel if more time is needed to complete the report.

C. PERFORMANCE STANDARDS

1. Contractor must provide ADA evaluators who have demonstrated expertise in federal and state disability laws as they relate to (a) policies, procedures and practices for inmates with mobility disabilities in the correctional facility context; and (b) architectural access for inmates with mobility disabilities in correctional facilities.
2. Contractor, evaluators, and contractor's employees or agents who need access to jail facilities must pass the Sheriff's Office/Department of Correction (SO/DOC) security clearance process prior to being allowed access to the facility.
3. Contractor and its employees, agents, and/or representatives:
 - (a) Are prohibited from having any sexual contact or any other inappropriate contact with inmates of the SO/DOC during the term of this Agreement;

- (b) Shall not engage in any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature towards inmates and/or staff of the SO/DOC; and
 - (c) Shall comply with the SO/DOC's zero-tolerance policy related to the sexual assault or rape of offenders/inmates, or sexual misconduct toward any offender/inmate.
4. Contractor and its employees, agents, and/or representatives who may have contact with inmates shall be provided a pamphlet titled "Sexual Assault Awareness". Everyone who receives the pamphlet shall sign the acknowledgment form which will be retained by the SO/DOC.
 5. Contractor and its employees, agents, and/or representatives who come into Santa Clara County jail facilities must abide by the SO/DOC's rules, regulations, policies and procedures.
 6. Contractor will comply with the provisions of the Business Associate Agreement attached hereto as **Exhibit 1**.

EXHIBIT 1 BUSINESS ASSOCIATE AGREEMENT

WHEREAS, County of Santa Clara ("County" or "Covered Entity") is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information ("PHI") to Sabot Technologies, Inc. dba Sabot Consulting ("Business Associate") pursuant to the terms of the Agreement and this Business Associate Agreement ("BAA"); and

WHEREAS, the County is a hybrid entity pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") performing both covered and non-covered functions; and

WHEREAS, the Santa Clara Valley Health and Hospital System, which is part of the County is comprised of multiple County Departments, including Valley Medical Center and Clinics ("VMC"), the County Mental Health Department ("MHD"), the County Department of Alcohol and Drug Services ("DADS"), the County Public Health Department ("PHD") and the County Custody Health Services ("Custody Health") and County Valley Health Plan ("VHP"), all of which are "Covered Entities" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, the Covered Entity and Business Associate are "qualified service organizations" or "QSO" within the meaning of the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations, 42 Code of Federal Regulations ("C.F.R.") Part 2; and

WHEREAS, the Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI used and disclosed pursuant to this BAA in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), California Welfare & Institutions Code 5328, 42 U.S.C. Section 290dd-2, 42 C.F.R part 2, California Confidentiality of Medical Information Act Civil Code Section 56, California Health & Safety Code 1280.15, and other applicable laws; and to the extent the Business Associate is to carry out the covered entity's obligation under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the covered entity in the performance of such obligation.

WHEREAS, part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entities to enter into a contract containing specific requirements with any Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to the BAA, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

Privacy Breach Any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

Business Associate is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section

160.103. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

Protected Information shall mean PHI provided by Covered Entity to Business Associates or created or received by Business Associates on Covered Entity's behalf.

Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h)(1) and 45 C.F.R. 164.402.

II. Duties & Responsibilities of Business Associates

- a. **Permitted Uses.** Business Associate shall use Protected Information only for the purpose of performing Business Associate's obligations under the Contract and as permitted or required under the Contract or Addendum, or as required by law.

Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule, Welfare & Institutions Code Section 5328, 42 C.F.R. Part 2, or the HITECH Act, if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. [45 C.F.R. Sections 164.502(a)(3), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule, 42 C.F.R., Welfare & Institutions Code Section 5328, or the HITECH Act if so disclosed by Covered Entity. However, Business Associates may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information obtained pursuant to the Agreement and this BAA to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any Breaches of confidentiality of the Protected Information within twenty-four (24) hours of discovery, to the extent it

has obtained knowledge of such Breach. [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i)-(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. [42 U.S.C. Section 17936(a) and 45 C.F.R. 164.501]. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. [42 U.S.C. Section 17935(a); 45 C.F.R. Section 164.502(a)(5)(ii)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. [42 U.S.C. Section 17935(d)(2)]. This prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate administrative, technological and physical safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this BAA that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, and comply, where applicable, with the HIPAA Security Rule with respect to Electronic PHI.
- e. **Reporting of Improper Access, Use or Disclosure.** Consistent with Section (h)(4) of this agreement, Business Associate shall notify Covered Entity within twenty – four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e. any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by Business Associate or its agents or subcontractors.

Business Associate shall report to SCVHHS Compliance & Privacy Officer in writing any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA. As set forth below, [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e) (2) (ii) (C); 45 C.F.R. Section 164.308(b); California Health & Safety Code 1280.15, California Confidentiality of Medical Information Act 56.10, California Welfare & Institutions 5328].

Compliance & Privacy Officer
Santa Clara Valley Health & Hospital System
2325 Enborg Lane, Suite 240
San Jose, California 95128
Facsimile: (408) 885-6886
Telephone: (408) 885-3794

The Breach notice must contain: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (2) the location of the breached information; (3) the unauthorized person who used the PHI or to whom the disclosure was made; (4) whether the PHI was actually acquired or viewed; (5) a description of the types of PHI that were involved in the Breach; (6) safeguards in place prior to the Breach; (7) actions taken in response to the Breach; (8) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (9) a brief description of what the business associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and (10) contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address. [45 C.F.R. Sections 164.410(c) and 164.404(c)]. Business Associate shall take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Business Associate shall otherwise comply with 45 C.F.R. Section 164.410 with respect to reporting Breaches of Unsecured PHI. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 165.308(b)]

- f. Business Associate's Agents and Subcontractors.** Business Associate shall ensure that any agents or subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (II) d above with respect to Electronic PHI. [45 C.F.R. Sections 164.502(e)(1)(ii), 164.504(e)(2)(ii)(D) and 164.308(b)]. If Business Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach of violation of an agent or subcontractor's obligations under the Contract or Addendum or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If these steps are unsuccessful, Business Associate shall terminate the contract or arrangement with agent or subcontractor, if feasible. [45 C.F.R. Section 164.504(e)(1)(iii)]. Business Associate shall provide written notification to Covered Entity of any pattern of activity or practice of a subcontractor or agent that Business Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Contract or Addendum or other arrangement with twenty four (24) hours of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

The Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

- g. Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to

fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. [45 C.F.R. Section 164.504(e)(2)(ii) (E); 42 C.F.R. part 2 and Welfare & Institutions Code Section 5328]. If Business Associate maintains an Electronic Health Record, Business Associates shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e)(1). If any Individual requests access to PHI directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request.

h. Electronic PHI. If Business Associate receives, creates, transmits or maintains Electronic PHI on behalf of Covered Entity, Business Associates will, in addition, do the following:

- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of Covered Entity.
- (2) Document and keep these security measures current and available for inspection by Covered Entity.
- (3) Ensure that any agent, including a subcontractor, to whom the Business Associate provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect it.
- (4) Report to the Covered Entity any Security Incident of which it becomes aware. For the purposes of this BAA and the Agreement, Security Incident means, as set forth in 45 C.F.R. Section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system." Security incident shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate, or (b) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks.

i. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any Individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

- j. Accounting Rights.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Privacy Rule and the HITECH Act. [42 U.S.C. Section 17935(c) and 45 C.F.R. Section 164.528]. Business Associate agrees to implement a process that allows for an accounting of disclosures to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an electronic health record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. [45 C.F.R. Section 164.528(b)]. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity in writing within five (5) days of the request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement and this BAA.

- k. Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 165.504(e)(2)(ii)(I)]. Business Associate shall concurrently provide to Covered Entity a copy of any internal practices, books, and records relating the use and disclosure of PHI that Business Associate provides to the Secretary.
- l. Minimum Necessary.** Business Associate and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information reasonably necessary to accomplish the purpose of the request, use, or disclosure in accordance with 42 U.S.C. Section 17935(b). Business Associate understands and agrees that the definition of "minimum necessary" is defined in HIPAA and may be modified by the Secretary. Each party has an obligation to keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- m. **Adherence to the Requirements of 42 C.F.R.** Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with patient records and information in connection with providing drug testing services to patients covered by SCVHHS under this Agreement and BAA, it is fully bound by the regulations governing confidentiality of alcohol and drug abuse patient records, 42 C.F.R. Section 2.1, *et seq.*, and HIPAA, and may not use or disclose the information except as permitted or required by this BAA or applicable law.
- n. **Resist Efforts in Judicial Procedures.** Business Associates agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Records, 42 C.F.R. Part 2.
- o. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information governed by this BAA, and all rights, interests, and title remain vested in the County at all times.
- p. **Warranties and Disclosures.** Business Associate assumes risk for any and all use of PHI. SCVHHS assumes no liability or responsibility for any errors or omissions in, or reliance upon, the PHI, including, but not limited to information electronic systems. SCVHHS makes no representations or warranties of any kind, express or implied, including but not limited to: accuracy, completeness, or availability of content, non-infringement, merchantability or fitness for a particular use or purpose, the fullest extent of the law. SCVHHS does not warrant that PHI is free of viruses or other harmful components or that service will be uninterrupted or error-free, or that defects will be corrected.
- q. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any

unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or BAA, Business Associate shall notify Covered Entity within five (5) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

III. Termination

- a. **Material Breach.** A Breach by Business Associate of any provision of this BAA shall constitute a material Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section 2 of the BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e) (ii)(2)(I)]. If County elects destruction of the PHI, Business Associate shall certify in writing to County that such PHI has been destroyed.

IV. General Provisions

- a. **Indemnification.** In addition to the indemnification language in the Agreement, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the Covered Entity for any Breach of Business Associate's privacy or security obligations under the Agreement, including any fines, penalties and assessments that may be made against Covered Entity or the Business Associate for any privacy breaches or late reporting and agrees to pay the cost of and notice for any credit monitoring services.
- b. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes.

Business Associate is solely responsible for all decisions made by Business Associate regarding the use and safeguarding of PHI.

- c. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.
- d. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

Covered Entity may terminate Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by Covered Entity pursuant to this section or (ii) Business Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- e. **Assistance in Litigation of Administrative Proceedings.** Business associate shall notify Covered Entity within forty-eight (48) hours of any litigation or administrative proceedings commenced against Business Associate or its agents or subcontractors. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named as an adverse party.
- f. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entities, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. **Effect on Agreement.** Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

- h. Interpretation.** The BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 Code of Federal Regulations (“C.F.R.”) Part 2, the Privacy Rule and the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.
- i. Governing Law, Venue.** This agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.
- j. Survivorship.** The respective rights and responsibilities of Business Associate related to the handling of PHI survive termination of this Agreement.

EXHIBIT B-3 (revised)

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS (e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT B-3 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3 (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



County of Santa Clara
Department of Correction

78228

DATE: September 29, 2015
TO: Board of Supervisors
FROM: John Hirokawa, Chief of Correction
SUBJECT: Agreement with Sabot Consulting

RECOMMENDED ACTION

Approve Agreement with Sabot Consulting relating to providing training and consulting services related to the Americans with Disabilities Act in an amount not to exceed \$380,500 for period September 29, 2015 through September 29, 2020, that has been reviewed and approved by County Counsel as to form and legality. A single source exception to competitive procurement has been approved by the Office of Countywide Contracting Management pursuant to Board of Supervisors Policy 5.6.5.1(D)(2)(a).

FISCAL IMPLICATIONS

Approval of the recommended action will have no immediate fiscal impact to the General Fund. Because of the time sensitive nature of the department's need, the FY 2016 expenses in the amount of \$240,500 will be absorbed for now within the Department of Correction's (DOC) budget appropriations. Future expenditures will be \$56,000 in FY 2017, \$42,000 in FY 2018, \$28,000 in FY 2019, and \$14,000 in FY 2020. The DOC will be working with the Office of Budget and Analysis to review funding approaches for this unavoidable expense in the current and future fiscal years, within the larger context of the department's overall Americans with Disabilities Act (ADA) needs. .

CONTRACT HISTORY

Under Delegation of Authority from the Board of Supervisors, the Director of Procurement approved a separate Service Agreement with Sabot Consulting on June 16, 2015 in the amount of \$89,600 for period July 1, 2015 to June 30, 2016.

REASONS FOR RECOMMENDATION

Reason(s) for exception to Board Policy:

Pursuant to Board Policy 5.6.5.1(D)(2), exceptions to competitive procurement must be approved by the Office of Countywide Contracting Management (OCCM). Attached to this Legislative File is a copy of OCCM's approval of the exception.

Reason(s) for approval of agreement:

The County is currently evaluating ADA issues related to inmates with mobility disabilities who are incarcerated at County jail facilities. As part of an ongoing effort to ensure compliance with all ADA-related requirements, County Counsel requested additional analysis and a comprehensive evaluation of the Department of Correction's ADA compliance as related to non-mobility disabilities; a review and revision, if necessary, of policies and procedures; and the provision of ADA training for all staff who have contact with inmates.

BACKGROUND

To provide an alternative to potential litigation regarding inmates with mobility disabilities, County Counsel recommended that the Department of Correction (DOC) immediately arrange for an independent, expert ADA assessment related to mobility issues at the County jails. Following approval from the Director of Procurement, staff conducted an Informal Competitive Process in May 2015 and solicited proposals from vendors identified by County Counsel as meeting the required qualifications and experience. The contract was awarded to Sabot Consulting.

Following the assessment, County Counsel recommended that DOC expand the services provided by Sabot Consulting to ensure that DOC is in compliance with all ADA requirements. The expanded services include ADA training, an evaluation of DOC's compliance as it relates to non-mobility disabilities, a comprehensive tracking system, and an analysis and possible revision of DOC's policies and procedures.

Rather than amend the existing contract with Sabot Consulting, County Counsel suggested that DOC create a separate contract for the expanded services because those issues were not within the scope of the original contract and to allow the contractor to communicate confidential information directly with County Counsel's office. The original contract was initiated as part of a Structured Negotiations Agreement between the County and the plaintiff, and as such, the report generated through that contract will be shared with the plaintiff.

CONSEQUENCES OF NEGATIVE ACTION

The Department of Correction would not be able continue its efforts to ensure ADA compliance within the timeline prescribed by County Counsel and may further expose the County to additional threats of litigation.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

STEPS FOLLOWING APPROVAL

The Clerk of the Board is requested to have President Cortese sign the Agreement and notify Liza Capulong from the Office of the Sheriff when a copy of the signed Agreement is available for download from the County's website.

ATTACHMENTS:

- Agreement with Sabot Consulting (PDF)
- Single Source Approval - Sabot Consulting (PDF)
- Single Source Approval Amendment - Sabot Consulting (PDF)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Sabot Technologies, Inc. dba Sabot Consulting		
Purchase Order Number:			
Agency/Department Name:	Department of Correction	Department Number:	0240
Brief Description of Services:	Conduct an analysis and comprehensive evaluation of DOC's ADA compliance as related to non-mobility disabilities, revise policies and procedures, and provide ADA training for all staff who have contact with inmates.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$ 380,500.00
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Term of Agreement

Start Date: 09/29/2015	End Date: 09/29/2020
Note: When left blank, start date will be the date executed by Authorized County Representative	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	0240	5255100	3400	\$240,500	Fiscal Year 2016	
Line 2	H	0240	5255100	3400	\$56,000	Fiscal Year 2017	
Line 3	H	0240	5255100	3400	\$42,000	Fiscal Year 2018	
Line 4	H	0240	5255100	3400	\$28,000	Fiscal Year 2019	
Line 5	Select	0240	5255100	3400	14,000	Fiscal Year 2020	



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Sabot Technologies, Inc. dba Sabot Consulting				
Contact Person:	Mike Brady				
Street Address *:	101 Parkshore Drive				
City *:	Folsom	State:	CA	Zip:	95630
Telephone number *:	Office: 1-888-447-2268 / Mobile: 916-798-2504				
Email Address *:	Mike.Brady@sabotconsult.com				
SCC Vendor Number: (As Assigned in SAP)	0001036924				
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS					

County of Santa Clara

Agency/Department:	Department of Correction				
Program Manager/ Contract Monitor Name:	Capt. Kevin Heilman				
Street Address:	180 W. Hedding Street				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(408) 808-3643				
Fiscal Contact (Accounts Payable Contact):	Chwan-Fang Lee				
Contract Preparer:	Liza Capulong				

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor and County's Authorized Representative.

Agency/Department Manager:

Date: 9/14/15

Agency/Department Fiscal Officer:

Date: 9/16/15

Contractor:

Sabot Technologies

Date: 9/10/2015

County Authorized Representative:

Date:

(Procurement Department; President, Board of Supervisors; or Delegated Authority)

County Counsel:

Date: 9/16/15

(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.) Please note: Attachments or exhibits that include additional terms and conditions, conflict with the County's standard provisions or require risk assessment must be approved by County Counsel.

Office of the County Executive:

Date:

(Signature required when Board approved contract by a delegation of authority)

Attest Clerk of the Board:

Date:

(Signature required when Board approved contract)

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.** No

Training: Will the County instruct the contractor on how to do the job or pay for external training? No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? Yes

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? Yes

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**. No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.** No

Bus Lic. # 15-00008895 **Issued by:** City of Folsom

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V. No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. No

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: *MKS 9/16/2015* **Dept. Fiscal Officer's Signature:** *R 9/16/15*

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or See Attachment: A incorporated by this reference.

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Or See Attachment: A incorporated by this reference.

D. PAYMENT SCHEDULE

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Or See Attachment A incorporated by this reference.

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. NON-DISCRIMINATION



Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- OR -



Alternate Non-Discrimination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

- OR -



Alternate Termination Language - See Attachment
(Requires County Counsel Approval)

A

, incorporated by this reference.

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor shall clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County responds to the CPRA request. If Contractor fails to obtain such a remedy before the County responds to the CPRA request, County may disclose the requested information.

Contractor further agrees that is shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

T. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

U. PAYMENT TERM

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

<input type="checkbox"/>	2.25% 10 Net 45 (provides 35 days of cash acceleration)
<input type="checkbox"/>	2.00% 15 Net 45 (provides 30 days of cash acceleration)
<input type="checkbox"/>	1.75% 20 Net 45 (provides 25 days of cash acceleration)
<input type="checkbox"/>	1.33% 25 Net 45 (provides 20 days of cash acceleration)
<input type="checkbox"/>	1.00% 30 Net 45 (provides 15 days of cash acceleration)
<input checked="" type="checkbox"/>	Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

W. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE



The following standard insurance and indemnification language is attached and incorporated into this agreement:

B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)



Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Yes

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Yes

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

No



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Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?
If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

Exhibit Name(s)

Exhibit 1 - Business Associate Agreement

The Exhibits named above are attached and incorporated by this reference.

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)

ATTACHMENT A CONTRACT SPECIFICS

A. Scope of Service / Deliverables, Milestones, and Timeline for Performance

1. Contractor shall conduct a comprehensive analysis of the Department of Correction's (DOC) Americans with Disabilities Act (ADA) compliance as they relate to non-mobility disabilities and provide a report to County Counsel by **December 31, 2015**. The report shall be subject to attorney-client privilege and shall be labeled as such.
2. Contractor shall review and revise all Department of Correction (DOC) policies, procedures, POST Orders, forms, and Inmate Orientation book to ensure that the DOC is ADA-compliant.
 - 2.1 The review shall be completed by **March 1, 2016**.
 - 2.2 Contractor shall provide a report with all recommended changes by **March 1, 2016**.
3. Beginning **December 2015**, Contractor shall provide an 8-hour, department-wide ADA training to all staff identified by DOC management.
 - 3.1 Each class will have a minimum of 25 trainees.
 - 3.2 Each class shall accommodate the trainees' work schedules and shall be conducted during the dates and time identified by DOC management. Classes may be held at any time during the morning, afternoon, or evening on any day of the week, including weekends, as required by the DOC.
 - 3.3 Trainings shall be completed by **December 2016**, unless extended by DOC management for scheduling purposes.
4. Contractor shall provide one 40-hour Train-the-Trainer ADA training to DOC employees at a date and time identified by DOC management.
 - 4.1 There will be no limit on the number of trainees.
 - 4.2 The training may be held at any time during the morning, afternoon, or evening at any day of the week, including weekends, as required by the DOC.
 - 4.3 The training shall be completed by **June 2016**, unless extended by DOC management for scheduling purposes.
5. Contractor shall monitor DOC's compliance with ADA requirements and guidelines, and shall make all necessary improvements, changes, and adaptations to ensure that the DOC is ADA compliant.

- 5.1 Contractor shall conduct on-site monitoring, write reports, and review documents to ensure the DOC's ADA compliance.
- 5.2 The monitoring schedule will be as follows, unless otherwise revised by DOC management for scheduling purposes:
 - 2016 – (Quarterly) January, April, July, October
 - 2017 – (Quarterly) January, April, July, October
 - 2018 – (Biannually) April, October
 - 2019 – (Biannually) April, October

B. Performance Standards

1. Contractor must provide ADA evaluators who have demonstrated expertise in federal and state disability laws as they relate to (a) policies, procedures and practices for inmates with disabilities in the correctional facility context; and (b) architectural access for inmates with disabilities in correctional facilities.
2. Contractor, evaluators, and contractor's employees or agents who need access to jail facilities must pass the Sheriff's Office/Department of Correction (SO/DOC) security clearance process prior to being allowed access to the facility.
3. Contractor and its employees, agents, and/or representatives:
 - (a) Are prohibited from having any sexual contact or any other inappropriate contact with inmates of the SO/DOC during the term of this Agreement;
 - (b) Shall not engage in any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature towards inmates and/or staff of the SO/DOC; and
 - (c) Shall comply with the SO/DOC's zero-tolerance policy related to the sexual assault or rape of offenders/inmates, or sexual misconduct toward any offender/inmate.
4. Contractor and its employees, agents, and/or representatives who may have contact with inmates shall be provided a pamphlet titled "Sexual Assault Awareness". Everyone who receives the pamphlet shall sign the acknowledgment form which will be retained by the SO/DOC.
5. Contractor and its employees, agents, and/or representatives who come into Santa Clara County jail facilities must abide by the SO/DOC's rules, regulations, policies and procedures.
6. Contractor will comply with the provisions of the Business Associate Agreement attached hereto as **Exhibit 1**.

C. Termination

The County may, by sixty (60) days' written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

D. Payment Schedule

1. Contractor shall invoice the County a **maximum of \$10,000** upon completion of the ADA analysis report relating to non-mobility disabilities. Contractor may invoice the County for partial completion, subject to the approval of County Counsel. All partial invoices will be based on the percentage of work that has been completed by Contractor.
2. Contractor shall invoice the County a **maximum of \$70,000** upon completion of all revisions to DOC's policies, procedures – including use of force policies and procedures – POST Orders, forms, and Inmate Orientation book. Contractor may invoice the County for partial completion, subject to the approval of County Counsel. All partial invoices will be based on the percentage of work that has been completed by Contractor.
3. Contractor shall invoice the County **\$100 per person** for the 8-hour ADA training. Each invoice shall reflect a **15% discount**.
 - 3.1 The 15% discount is contingent upon the number of trainees reaching 1,000 within a one-year period commencing from the date of the first training. If the number of trainees is less than 1,000 during that one-year period, the discounted amount shall be added to the last invoice.
 - 3.2 Contractor shall submit a class roster that indicates the trainees' first name, last name, and badge number (if applicable) with each invoice.
4. Contractor shall invoice the County a **maximum of \$2,500** upon completion of the 40-hour Train-the-Trainer ADA training, regardless of the number of trainees.
 - 4.1 Contractor shall submit a class roster that indicates the trainees' first name, last name, and badge number (if applicable) with each invoice.
5. Contractor shall monitor the DOC's ADA compliance and make all necessary improvements, changes, and adaptations to ensure that the DOC is ADA compliant.
 - 5.1 Contractor will invoice the County a **maximum of \$150 per hour** for on-site monitoring, report writing, and document review; and shall not exceed the

following total each fiscal year, unless approved in writing by County Counsel.

Fiscal Year 2016 = JAN & APR 2016.....	\$28,000.00
Fiscal Year 2017 = JUL & OCT 2016 + JAN & APR 2017	\$56,000.00
Fiscal Year 2018 = JUL & OCT 2017 + APR 2018.....	\$42,000.00
Fiscal Year 2019 = OCT 2018 & APR 2019	\$28,000.00
Fiscal Year 2020 = OCT 2020.....	\$14,000.00

5.2 Each invoice shall include the following information:

- Name of the person who conducted the work
- Per hour rate of each person
- Summary of the work performed by each person
- Total number of hours worked by each person

6. The County will not pay late payment charges, interest or fees.

Attachment: Agreement with Sabot Consulting (78228 : Agreement with Sabot Consulting)

EXHIBIT 1 BUSINESS ASSOCIATE AGREEMENT

WHEREAS, County of Santa Clara (“County” or “Covered Entity”) is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information (“PHI”) to Sabot Technologies, Inc. dba Sabot Consulting (“Business Associate”) pursuant to the terms of the Agreement and this Business Associate Agreement (“BAA”); and

WHEREAS, the County is a hybrid entity pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) performing both covered and non-covered functions; and

WHEREAS, the Santa Clara Valley Health and Hospital System, which is part of the County is comprised of multiple County Departments, including Valley Medical Center and Clinics (“VMC”), the County Mental Health Department (“MHD”), the County Department of Alcohol and Drug Services (“DADS”), the County Public Health Department (“PHD”) and the County Custody Health Services (“Custody Health”) and County Valley Health Plan (“VHP”), all of which are “Covered Entities” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, the Covered Entity and Business Associate are “qualified service organizations” or “QSO” within the meaning of the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations, 42 Code of Federal Regulations (“C.F.R.”) Part 2; and

WHEREAS, the Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI used and disclosed pursuant to this BAA in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), California Welfare & Institutions Code 5328, 42 U.S.C. Section 290dd-2, 42 C.F.R part 2, California Confidentiality of Medical Information Act Civil Code Section 56, California Health & Safety Code 1280.15, and other applicable laws; and to the extent the Business Associate is to carry out the covered entity’s obligation under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the covered entity in the performance of such obligation.

WHEREAS, part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entities to enter into a contract containing specific requirements with any Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to the BAA, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

Privacy Breach Any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

Business Associate is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section

160.103. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

Protected Information shall mean PHI provided by Covered Entity to Business Associates or created or received by Business Associates on Covered Entity's behalf.

Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h)(1) and 45 C.F.R. 164.402.

II. Duties & Responsibilities of Business Associates

- a. **Permitted Uses.** Business Associate shall use Protected Information only for the purpose of performing Business Associate's obligations under the Contract and as permitted or required under the Contract or Addendum, or as required by law.

Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule, Welfare & Institutions Code Section 5328, 42 C.F.R. Part 2, or the HITECH Act, if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. [45 C.F.R. Sections 164.502(a)(3), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule, 42 C.F.R., Welfare & Institutions Code Section 5328, or the HITECH Act if so disclosed by Covered Entity. However, Business Associates may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information obtained pursuant to the Agreement and this BAA to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any Breaches of confidentiality of the Protected Information within twenty-four (24) hours of discovery, to the extent it

has obtained knowledge of such Breach. [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i)-(ii)(A) and 164.504(e)(4)(ii)].

- c. Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. [42 U.S.C. Section 17936(a) and 45 C.F.R. 164.501]. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. [42 U.S.C. Section 17935(a); 45 C.F.R. Section 164.502(a)(5)(ii)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. [42 U.S.C. Section 17935(d)(2)]. This prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- d. Appropriate Safeguards.** Business Associate shall implement appropriate administrative, technological and physical safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this BAA that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, and comply, where applicable, with the HIPAA Security Rule with respect to Electronic PHI.
- e. Reporting of Improper Access, Use or Disclosure.** Consistent with Section (h)(4) of this agreement, Business Associate shall notify Covered Entity within twenty – four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e. any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by Business Associate or its agents or subcontractors.

Business Associate shall report to SCVHHS Compliance & Privacy Officer in writing any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA. As set forth below, [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e) (2) (ii) (C); 45 C.F.R. Section 164.308(b); California Health & Safety Code 1280.15, California Confidentiality of Medical Information Act 56.10, California Welfare & Institutions 5328].

Compliance & Privacy Officer
 Santa Clara Valley Health & Hospital System
 2325 Enborg Lane, Suite 240
 San Jose, California 95128
 Facsimile: (408) 885-6886
 Telephone: (408) 885-3794

The Breach notice must contain: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (2) the location of the breached information; (3) the unauthorized person who used the PHI or to whom the disclosure was made; (4) whether the PHI was actually acquired or viewed; (5) a description of the types of PHI that were involved in the Breach; (6) safeguards in place prior to the Breach; (7) actions taken in response to the Breach; (8) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (9) a brief description of what the business associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and (10) contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address. [45 C.F.R. Sections 164.410(c) and 164.404(c)]. Business Associate shall take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Business Associate shall otherwise comply with 45 C.F.R. Section 164.410 with respect to reporting Breaches of Unsecured PHI. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 165.308(b)]

- f. **Business Associate's Agents and Subcontractors.** Business Associate shall ensure that any agents or subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (II) d above with respect to Electronic PHI. [45 C.F.R. Sections 164.502(e)(1)(ii), 164.504(e)(2)(ii)(D) and 164.308(b)]. If Business Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach of violation of an agent or subcontractor's obligations under the Contract or Addendum or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If these steps are unsuccessful, Business Associate shall terminate the contract or arrangement with agent or subcontractor, if feasible. [45 C.F.R. Section 164.504(e)(1)(iii)]. Business Associate shall provide written notification to Covered Entity of any pattern of activity or practice of a subcontractor or agent that Business Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Contract or Addendum or other arrangement with twenty four (24) hours of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

The Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

- g. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to

fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. [45 C.F.R. Section 164.504(e)(2)(ii) (E); 42 C.F.R. part 2 and Welfare & Institutions Code Section 5328]. If Business Associate maintains an Electronic Health Record, Business Associates shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e)(1). If any Individual requests access to PHI directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request.

- h. Electronic PHI.** If Business Associate receives, creates, transmits or maintains Electronic PHI on behalf of Covered Entity, Business Associates will, in addition, do the following:
- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of Covered Entity.
 - (2) Document and keep these security measures current and available for inspection by Covered Entity.
 - (3) Ensure that any agent, including a subcontractor, to whom the Business Associate provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect it.
 - (4) Report to the Covered Entity any Security Incident of which it becomes aware. For the purposes of this BAA and the Agreement, Security Incident means, as set forth in 45 C.F.R. Section 164.304, “the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.” Security incident shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate, or (b) immaterial incidents that occur on a routine basis, such as general “pinging” or “denial of service” attacks.
- i. Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any Individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

- j. Accounting Rights.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Privacy Rule and the HITECH Act. [42 U.S.C. Section 17935(c) and 45 C.F.R. Section 164.528]. Business Associate agrees to implement a process that allows for an accounting of disclosures to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an electronic health record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. [45 C.F.R. Section 164.528(b)]. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity in writing within five (5) days of the request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement and this BAA.

- k. Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 165.504(e)(2)(ii)(I)]. Business Associate shall concurrently provide to Covered Entity a copy of any internal practices, books, and records relating the use and disclosure of PHI that Business Associate provides to the Secretary.
- l. Minimum Necessary.** Business Associate and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information reasonably necessary to accomplish the purpose of the request, use, or disclosure in accordance with 42 U.S.C. Section 17935(b). Business Associate understands and agrees that the definition of "minimum necessary" is defined in HIPAA and may be modified by the Secretary. Each party has an obligation to keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- m. Adherence to the Requirements of 42 C.F.R.** Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with patient records and information in connection with providing drug testing services to patients covered by SCVHHS under this Agreement and BAA, it is fully bound by the regulations governing confidentiality of alcohol and drug abuse patient records, 42 C.F.R. Section 2.1, *et seq.*, and HIPAA, and may not use or disclose the information except as permitted or required by this BAA or applicable law.
- n. Resist Efforts in Judicial Procedures.** Business Associates agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Records, 42 C.F.R. Part 2.
- o. Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information governed by this BAA, and all rights, interests, and title remain vested in the County at all times.
- p. Warranties and Disclosures.** Business Associate assumes risk for any and all use of PHI. SCVHHS assumes no liability or responsibility for any errors or omissions in, or reliance upon, the PHI, including, but not limited to information electronic systems. SCVHHS makes no representations or warranties of any kind, express or implied, including but not limited to: accuracy, completeness, or availability of content, non-infringement, merchantability or fitness for a particular use or purpose, the fullest extent of the law. SCVHHS does not warrant that PHI is free of viruses or other harmful components or that service will be uninterrupted or error-free, or that defects will be corrected.
- q. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any

unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or BAA, Business Associate shall notify Covered Entity within five (5) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

III. Termination

- a. **Material Breach.** A Breach by Business Associate of any provision of this BAA shall constitute a material Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section 2 of the BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e) (ii)(2)(I)]. If County elects destruction of the PHI, Business Associate shall certify in writing to County that such PHI has been destroyed.

IV. General Provisions

- a. **Indemnification.** In addition to the indemnification language in the Agreement, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the Covered Entity for any Breach of Business Associate's privacy or security obligations under the Agreement, including any fines, penalties and assessments that may be made against Covered Entity or the Business Associate for any privacy breaches or late reporting and agrees to pay the cost of and notice for any credit monitoring services.
- b. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes.

Business Associate is solely responsible for all decisions made by Business Associate regarding the use and safeguarding of PHI.

- c. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.
- d. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

Covered Entity may terminate Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by Covered Entity pursuant to this section or (ii) Business Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- e. **Assistance in Litigation of Administrative Proceedings.** Business associate shall notify Covered Entity within forty-eight (48) hours of any litigation or administrative proceedings commenced against Business Associate or its agents or subcontractors. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named as an adverse party.
- f. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entities, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. **Effect on Agreement.** Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

- h. Interpretation.** The BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 Code of Federal Regulations (“C.F.R.”) Part 2, the Privacy Rule and the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.
- i. Governing Law, Venue.** This agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.
- j. Survivorship.** The respective rights and responsibilities of Business Associate related to the handling of PHI survive termination of this Agreement.

EXHIBIT B-3 (revised)

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT B-3 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3 (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE / SINGLE SOURCE
(For Professional Services)**

Date of Submission: 09-02-15 emailed 9/4/2015
 Submit Document via email to: PreApproval.PS@prc.sccgov.org

SECTION I

Proposed Contractor/ Consultant:	Sabot Technologies, Inc. dba Sabot Consulting		
Total Value of the Service Agreement:	\$ 360,500.00	Start Date: 09/22/2015	End Date: 09/22/2020
Description of Service:	Revise DOC policies & procedures, conduct ADA analysis/evaluation, and provide ADA training.		
User Agency/Department(s):	Department of Correction		
User Agency/Department(s) Contact:	Name: Liza Capulong	Phone: (408) 808-3615	Email: liza.capulong@sheriff.sccgov.org

SECTION II

Mark appropriate box for Contract's Signature Authority

- Board of Supervisors (approval needed from OCCM)
- Delegated to Department Head or designee (approval needed from OCCM)
- Director of Procurement (approval needed from Procurement)

SECTION III

Pursuant to Board Policy 5.6.5.1 (D) (2) (a), the following are EXCEPTIONS to Competitive Procurement for Professional Services. Select the appropriate exception.

- Sole Source:** A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.
- Sound procurement practice requires that a Sole Source procurement occur if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.
- Single Source:** A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.
- Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

**SECTION IV
COMPLETE THE FOLLOWING:**

A. NEEDS ASSESSMENT (What is the need? Why is there this need?)

The County is currently involved in potential litigation regarding Americans with Disabilities Act (ADA) issues related to mobility disabilities at the Department of Correction (DOC). As part of an ongoing effort to ensure ADA compliance, County Counsel has requested additional analysis and comprehensive evaluation of DOC's ADA compliance as related to non-mobility disabilities, revision of policies and procedures, and provision of ADA training for all staff who have contact with inmates.

B. MARKET RESEARCH (Identify the contractors that can meet this need. Identify the method(s) of research.)

The County conducted an ICP in May 2015 for a comprehensive ADA evaluation of mobility issues in the Santa Clara County jail facilities. Due to a potential threat of litigation, the plaintiff was involved in the final selection of the certified expert that will conduct the evaluation.

Since the County is still facing a potential threat of litigation, County Counsel recommended that the same vendor be selected to conduct the ADA training, and the analysis and review of DOC's policies and procedures because the vendor is already recognized by the plaintiff as a certified expert.



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE COUNTY?

It is County Counsel's opinion that selecting the same vendor that conducted the initial ADA evaluation would be most advantageous to the County for the following reasons:

- 1 - Retaining the same vendor would avoid duplication of work and keep costs to a minimum since a new vendor would have to address some of the same issues that have already been addressed by the current vendor.
- 2 - Conducting a competitive bid would delay the jails' ability to implement much needed changes and programs to make the jails ADA compliant, which would surely increase the County's liability and guarantee the plaintiff's incentive to sue. Additionally, the DOC has already initiated some changes as a result of the evaluation and must continue with these changes as it will take some time to adequately train all of the correctional deputies.
- 3 - If a new vendor is selected as a result of a competitive bid, it may result in potential conflicts with the plaintiff who has already recognized the current vendor as a certified expert.

D. FURTHER JUSTIFICATION (If this particular contractor is being used by other department(s) and would further justify this exception request, provide a brief but concise explanation. If the justification is based on "impracticability," please explain why a competitive procurement would be impracticable.)

The original contract with the vendor was initiated as part of a Structured Settlement Agreement between the County and the plaintiff. County Counsel recommended that the new contract be separated from the original contract because the services included in the new contract were initiated solely by the County, and because the reports that will be generated as part of the new contract is subject to attorney-client privilege.

Attachment: Single Source Approval - Sabot Consulting (78228 : Agreement with Sabot Consulting)



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

SECTION V

Printed Name of Requestor:

Liza Capulong

Printed Name of Requestor's Manager or Director:

Martha Wapenski

Requestor's Manager or Director Signature:

Date:

9/4/15

SECTION VI

Decision and Required Steps Following Decision (to be completed by OCCM or Procurement)

Approved

Attach to Legislative File

Attach to Delegation of Authority Coversheet

Attach to Service Agreement Checklist

Approved with Conditions

Comments:

Returned for Possible Reconsideration

Comments:

Denied

Comments:

SECTION VII

County Executive - OCCM

James R. Williams, Deputy County Executive (or Designee)

Procurement

Jenti Vandertuig, Director of Procurement (or Designee)

Date:

for James Williams
9/5/15

Date:

9/6



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

Date of Submission:	09-15-2015
Submit Document via email to:	PreApproval.PS@prc.sccgov.org

SECTION I

Proposed Contractor/ Consultant:	Sabot Technologies, Inc. dba Sabot Consulting				
Total Value of the Service Agreement:	\$ 380,500.00	Start Date:	09/29/2015	End Date:	09/29/2015
Description of Service:	Revise DOC policies & procedures, conduct ADA analysis/evaluation, and provide ADA training				
User Agency/Department(s):	Department of Correction				
User Agency/Department(s) Contact:	Name:	Liza Capulong			
	Phone:	(408) 808-3615			
	Email:	liza.capulong@sheriff.sccgov.org			

SECTION II

Mark appropriate box for Contract's Signature Authority

<input checked="" type="checkbox"/>	Board of Supervisors (approval needed from OCCM)
<input type="checkbox"/>	Delegated to Department Head or designee (approval needed from OCCM)
<input type="checkbox"/>	Director of Procurement (approval needed from Procurement)

SECTION III

Pursuant to Board Policy 5.6.5.1 (D) (2) (a), the following are EXCEPTIONS to Competitive Procurement for Professional Services. Select the appropriate exception.

<input type="checkbox"/>	<p>Sole Source: A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.</p> <p>Sound procurement practice requires that a Sole Source procurement occur if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.</p>
<input checked="" type="checkbox"/>	<p>Single Source: A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.</p> <p>Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.</p>



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

SECTION IV

COMPLETE THE FOLLOWING:

A. NEEDS ASSESSMENT (What is the need? Why is there this need?)

Amend the original single source approval request submitted on 09/04/15 and approved on 09/05/15 to reflect the following changes:

1. Contract amount was increased from \$360,500 to \$380,500.
2. Contract start/end dates changed from 09/22/15 - 09/22/20 to 09/29/15 - 09/29/20

(Please see original single source approval form.)

B. MARKET RESEARCH (Identify the contractors that can meet this need. Identify the method(s) of research.)

Attachment: Single Source Approval Amendment - Sabot Consulting (78228 : Agreement with Sabot Consulting)



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE COUNTY?

D. FURTHER JUSTIFICATION (If this particular contractor is being used by other department(s) and would further justify this exception request, provide a brief but concise explanation. If the justification is based on "impracticability," please explain why a competitive procurement would be impracticable.)

Attachment: Single Source Approval Amendment - Sabot Consulting (78228 : Agreement with Sabot Consulting)



**EXCEPTIONS TO COMPETITIVE PROCUREMENT:
SOLE/ SINGLE SOURCE
(For Professional Services)**

SECTION V

Printed Name of Requestor:	Liza Capulong		
Printed Name of Requestor's Manager or Director:	Martha Wapenski		
Requestor's Manager or Director Signature:	Martha Wapenski <small>Digitally signed by Martha Wapenski DN: cn=Martha Wapenski, o=Sheriff's Office, ou=Administration, email=martha.wapenski@sheriff.sccgov.org, c=US Date: 2015.09.16 10:24:14 -07'00'</small>	Date:	09/15/2015

SECTION VI

Decision and Required Steps Following Decision (to be completed by OCCM or Procurement)

<input checked="" type="checkbox"/>	Approved	<input checked="" type="checkbox"/> Attach to Legislative File <input type="checkbox"/> Attach to Delegation of Authority Coversheet <input type="checkbox"/> Attach to Service Agreement Checklist
<input type="checkbox"/>	Approved with Conditions	Comments:
<input type="checkbox"/>	Returned for Possible Reconsideration	Comments:
<input type="checkbox"/>	Denied	Comments:

SECTION VII

County Executive - OCCM		Procurement	
James R. Williams, Deputy County Executive (or Designee)		Jenti Vandertuig, Director of Procurement (or Designee)	
Date:	 9/17/16	Date:	

dp

Supplement re Classification Study

The funding was approved by the Board on 7/1/15. The County Executive's Office staff has been preparing the contract documents, and negotiating the contract with the vendor. Expected start date is December 1, 2015 because the vendor is not available until that time.

The DOC anticipates that a off-the-shelf IT solution for a validated classification system will be needed, and included this as a future need in its 11/3/15 report to the Board of Supervisors.

Criminal Justice System-Wide Costs

Overview

The Criminal Justice System-Wide Costs budget reflects General Fund support for Trial Court operations, and Public Safety Sales Tax revenue. Oversight and administration of maintenance of effort requirements is provided by the Controller-Treasurer's Office and the Office of the County Executive.

Trial Court Operations

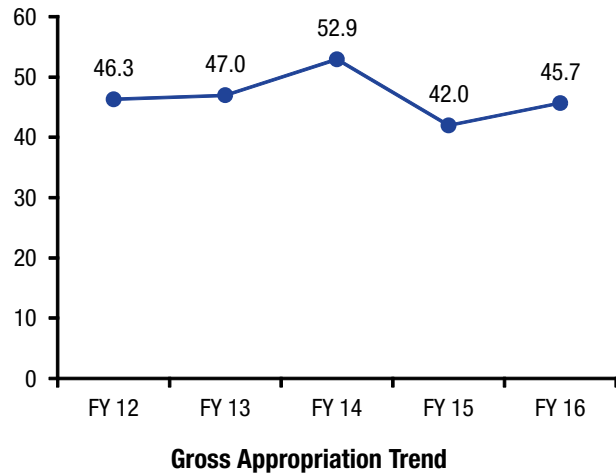
The Trial Court Funding Act of 1997 required Santa Clara County to meet a \$40,324,363 maintenance of effort (MOE) requirement in support of trial court operations. The original MOE requirement consisted of two components:

- An amount based on, though not equivalent to, the County's contribution to trial court operations in FY 1995, (\$28,726,780); and
- An amount equivalent to the fines and forfeitures revenue remitted to the state in FY 1995 (\$11,597,583).

Undesignated Fee Revenue Sweep

State legislation addressing the distribution of various fines, fees, and forfeitures that were overlooked in the original Trial Court Funding Act was passed in FY 2004, requiring the County to remit an additional \$1,612,246 to the state for FY 2004 and FY 2005. Beginning in January 2006, these revenues have been allocated directly to the State, resulting in a loss of revenue for counties. That loss of revenue was mitigated, over time, by a reduction in the County's MOE. By FY 2010 this revenue sweep was fully mitigated and no further reductions to the MOE are anticipated.

The total FY 2016 MOE requirement is \$39,650,742.



Other Court Related Costs

Under the provisions of the Trial Court Funding Act and subsequent legislation, counties are fiscally responsible for court facilities until those facilities are transferred to the State. After a facility is transferred to the State the county remains responsible for a court facility payment (CFP) as a maintenance of effort contribution to the State, while future increased costs are the responsibility of the State. The CFP is budgeted in the Facilities and Fleet Department budget.

Lease and insurance costs for Court facilities that have not yet been transferred to the State are budgeted here at \$269,832 for FY 2016.

An additional \$2 million is budgeted to meet the County's fiscal obligation for a variety of expenses incurred by the Court on the County's behalf (e.g., Grand Jury expenses, local judicial benefits).

Public Safety Sales Tax

The Public Safety Sales Tax is a 1/2 cent sales tax implemented as a result of Proposition 172 and passed in 1993. The driving economic forces for revenue growth in this account are statewide taxable sales. Each County's share of the Public Safety Sales Tax is based on the amount a county contributes to the Statewide total in the previous year.

In Fiscal Year 2016, the Administration is estimating that collections will total \$205,000,000, an \$11 million increase over anticipated FY 2015 collections of \$194 million.

Maintenance of effort legislation requires the County to increase appropriations in Public Safety and Justice programs at a rate similar to the growth in this revenue account. The Controller's Office has done a preliminary estimate of the MOE for FY 2015 which indicates that the County will continue to be within the legal limits of the maintenance of effort requirements for the Public Safety Sales Tax.

Public Safety Realignment Program – AB 109

The Public Safety Realignment Act (AB 109) was signed into law on April 4, 2011 with subsequent provisions outlined in AB 117. This Act shifts the responsibility for managing certain adult offenders to local jurisdictions by requiring them to serve their sentence in local jails

rather than state prisons and serve their post-release supervision with local agencies. Realignment is funded with a newly dedicated portion of existing state sales tax revenue and Vehicle License Fees (VLF). In the November 2012 election voters approved the Governor's initiative to constitutionally protect the revenues that fund Public Safety Realignment.

In FY 2016, the County expects to receive \$45.8 million, which includes a one-time revenue of approximately \$4.0 million, allocated to Santa Clara County to help mitigate the impact of changing allocation formulas. The cost for the program in FY 2016 is \$42,390,086.

The Administration is recommending an ongoing reduction to the AB 109 programs in the amount of \$710,758 and one-time increase of \$575,000. These adjustments are discussed in detail with each impacted Department's recommendations.

County Executive's Recommendation

Summary of County Executive's Recommendations

Description	Impact	Impact on Services	Position Impact	FY 2016 Ongoing Net Cost/(Savings)	FY 2016 One-Time Net Cost/(Savings)
Fund Validation System Study	↑	Provide opportunities to improve on existing system.	—	—	\$30,000
Add Funding for Juvenile Justice Systems Collaborative	↑	Provide funding for Juvenile Justice Systems Collaborative projects.	—	\$250,000	—
Public Safety Realignment Program (AB109) - Increase Reserve	●	Increase reserve.	—	0.00	—
↑ — Enhanced ◆ — Modified ● — No Change ↓ — Reduced ☒ — Eliminated					

↑ Fund Validation System Study

Recommended Action: Allocate \$30,000 in one-time funding for an independent classification expert to conduct an updated validation and reliability study of the classification system utilized by the Department of Correction.

Service Impact: The study will evaluate the existing system and provide opportunities for the County to improve upon the existing system by modernizing it to

reflect current standards and practices in the field of jail classification. The evaluation will take into account the changing dimension of the population since the implementation of AB 109, and will also use scoring systems unique to each gender, impacting whether inmates are placed in the appropriate custody level. The proposal was recommended in the MGT Jail Needs Assessment study that was published in January 2015.

One-time Cost: \$30,000



↑ Add Funding for Juvenile Justice Systems Collaborative

Recommended Action: Add ongoing appropriations of \$250,000 for the Juvenile Justice Systems Collaborative (JJSC).

Service Impact: Approximately \$100,000 will be allocated to study Racial and Ethnic Disparity (RED) in the Juvenile Justice system. The analysis and recommendations will guide the JJSC workgroups and help the workgroups implement changes. It will also allow for improved data collection infrastructure and the ability to share outcomes with stakeholders. The remaining \$150,000 would be used to support and expand the work already being done by the workgroups. Each workgroup will submit proposals and funding requests to the JJSC for approval.

Background: The Juvenile Justice Systems Collaborative (JJSC) was created for the juvenile justice system partners to evaluate innovative solutions to unique circumstances within the Santa Clara County juvenile justice system. The Board of Supervisors approved a resolution in June 2008 for the JJSC to commence on July 1, 2008.

Ongoing Cost: \$250,000

● Public Safety Realignment Program (AB109) - Increase Reserve

Recommended Action: Increase reserve for Public Safety Realignment Program (AB109) \$3,483,097.

Reasons for Recommendation: The AB109 program revenues are from a State allocation which is based on a number of factors including local caseloads, crime and population. Beginning in FY 2016, the allocation formula was modified, resulting in Santa Clara County and other counties receiving a lower portion of the allocation. To help ease the transition from one allocation formula to the other, the impacted counties were allocated an additional one-time revenue.

In FY 2016, the anticipated revenue exceeds anticipated expenses. The surplus is placed in reserve to be used for future deficits in the AB109 program.

One-Time Net Cost: \$0

One-time increase to reserves: \$3,483,097

One-time Revenue: \$3,483,097

Criminal Justice Support— Budget Unit 217 Net Expenditures by Cost Center

CC	Cost Center Name	FY 2014 Actuals	FY 2015 Approved	FY 2016 Base Budget	FY 2016 Recommended	Amount Chg From 2015 Approved	% Chg From 2015 Approved
3217	Courts & Conflicts Spt Fund 0001	\$ 43,545,283	\$ 41,970,339	\$ 41,916,253	\$ 45,679,350	\$ 3,709,011	8.8%
Total Net Expenditures		\$ 43,545,283	\$ 41,970,339	\$ 41,916,253	\$ 45,679,350	\$ 3,709,011	8.8%

Criminal Justice Support— Budget Unit 217 Gross Expenditures by Cost Center

CC	Cost Center Name	FY 2014 Actuals	FY 2015 Approved	FY 2016 Base Budget	FY 2016 Recommended	Amount Chg From 2015 Approved	% Chg From 2015 Approved
3217	Courts & Conflicts Spt Fund 0001	\$ 43,545,283	\$ 41,970,339	\$ 41,916,253	\$ 45,679,350	\$ 3,709,011	8.8%
Total Gross Expenditures		\$ 43,545,283	\$ 41,970,339	\$ 41,916,253	\$ 45,679,350	\$ 3,709,011	8.8%



Following the October 6, 2015 report to the Board on the custody surveillance camera system, Facilities and Fleet, along with DOC, met with vendors to get a demonstration of their product, and then visited jail facilities where their camera systems were installed.

Vendor 1

Presentation date: 9/29/2015, Tour of Calaveras County Jail 10/19/2015

Vendor 2

Presentation date: 10/8/2015, Tour of San Mateo Jails 10/22/2015

Vendor 3

Presentation date: 10/9/2015

County of Santa Clara
Office of the County Executive



78373

DATE: October 6, 2015
TO: Board of Supervisors
FROM: Gary A. Graves, Chief Operating Officer
SUBJECT: Report Back Regarding Public Safety Action Plan

RECOMMENDED ACTION

Under advisement from September 15, 2015 (Item No. 10): Consider recommendations relating to the Public Safety Action Plan and the creation of the Blue Ribbon Commission on Improving Custody Operations. (Office of the County Executive)

Possible action:

- a. Receive report from the Office of the County Executive relating to the Public Safety Action Plan.
- b. Adopt resolution establishing the Blue Ribbon Commission on Improving Custody Operations. (Roll Call Vote)

FISCAL IMPLICATIONS

This report-back is preliminary and further Board actions will inform the General Fund impact.

REASONS FOR RECOMMENDATION

The Administration is providing this report-back in response to the September 15, 2015 Board referral requesting a Public Safety Action Plan related to the Department of Correction.

The Administration has developed a number of initial responses to the specific areas of inquiry included in the Board referral. The goal of the Commission and related work should be to determine the gap between where the Department of Correction and its facilities should be in terms of policies, procedures and operations and where they currently are.

1. Opportunities for Volunteer Clergy and Inmate Advocates to Interact Safely with the Inmate Population and Custody Staff

With respect to providing more access to volunteer clergy and inmate advocates, the Sheriff's Office/Department of Correction has met with representatives from their two existing

chaplaincy contractors, Correctional Institutions Chaplaincy (CIC) and Catholic Charities, and is working quickly to amend the existing contracts in order to increase the existing service levels to meet new demand. In addition to the current approach, we are looking to enhance services. This also includes addressing the additional needs of inmates for communication and acting as a resource for inmate to help address concerns and grievances in a safe and unbiased manner. In order to do this, the two organizations will need to bring on additional volunteers so that they can reach more inmates. As the additional volunteers become available, the Sheriff's Office/Department of Correction can expedite security clearances to ensure the objectives of the referral are met. The possibility of the CIC volunteers working more collaboratively with the Jail Observer Program (JOP) in the County Executive's Office of Human Relations as a source of referrals to the JOP is also being considered.

2. Expand and Modernize the Custody Surveillance Camera System

The Administration has been reviewing previous work related to enhancing surveillance camera systems in the jails to provide a more informed response on coverage needs throughout the facility, potential solutions, storage needs and requirements, and privacy concerns. A team of County staff has begun the process of hiring a contractor who can assess facility needs and estimate the cost of this enhancement from both a one-time (equipment) and ongoing (operating) cost perspective. This is a high priority for the Administration and resources are being dedicated to ensure it moves along expediently. The Sheriff's Office/Department of Correction is also collaborating with the Information Services Department to incorporate "privacy by design" principles into the development of this system to address privacy concerns and various issues related to the implementation and ongoing operation of the surveillance system. The County is planning to engage a contractor currently available through one of the Job Order Contracts utilized by the Facilities and Fleet (FAF) Department in order to expedite the process. The FAF Project Manager who managed this process for the District Attorney's Office is available to manage this project and will begin by developing a work plan that will specify the work to be done for review by the County Executive and the full Board.

3. Blue Ribbon Commission on Improving Custody Operations

The Administration recommends that the Board charge the public Blue Ribbon Commission on Improving Custody Operations with examining policies, procedures, and operations. The goal of the Commission should be to determine the gap between where DOC should be in terms of policies, procedures and operations and where it currently is. This can be achieved through a series of public meetings that combine testimony from the public regarding where the system is today and input from experts regarding where the system should be in terms of policies, procedures, and operations. It is important to recognize that the Blue Ribbon Commission will be conducting its work during ongoing criminal and personnel investigations. So as not to impinge or conflict with those, the work of the Blue Ribbon Commission should focus on policies, procedures, and operations.

The Administration has been researching other blue ribbon type-commissions used locally and in other jurisdictions to better understand relevant models that the Board may wish to

consider. We do not believe the Blue Ribbon Commission meetings are the appropriate forum to hear specific complaints about treatment in the County's correctional facilities. Former inmates and their family members will be afforded the opportunity to connect privately with the appropriate County staff as such complaints have the potential to result in criminal and/or personnel investigations and should not be discussed in an open public session.

A series of public meetings of the Blue Ribbon Commission is proposed with the following topics:

- Meeting One: Overview of the commission, adoption of bylaws, and Discussion of process to make inmate complaints and ways to respond to them; Work towards new surveillance systems to better capture what is happening in the facilities
- Meeting Two: Discussion of use of force, current training and additional training opportunities for correctional staff
- Meeting Three: Discussion of mental health needs in the facilities, screening and assessments, discharge planning, and behavioral health bed capacity in the community
- Meeting Four: Discussion of the process through which our correctional system can move from where it is to where it should be through such avenues as exploring how principles related to our successful re-entry program can be incorporated into the in-custody culture.
- Meeting Five: Wrap-up of the Blue Ribbon Commission's work and formulation of recommendations to the Board of Supervisors

As requested by the Board, below is a list of suggested member seats for the Blue Ribbon Commission on Improving Custody Operations. The Board will need to determine the application process for appointment to these seats. One option for the Board to consider is to receive the applications for the respective seat categories/types, vet the applicants, and recommend appointments to the full Board, following the typical advisory board/commission process. Another option for the Board to consider is for the Board President to lead the process, receive applications, and make recommendations to the full Board for appointment. These two options would provide the most transparent and public process to seat committee members. It is important that this be done transparently and quickly so that the Blue Ribbon Commission will be able to begin meeting later in the fall. The Administration is seeking direction from the Board on the preferred process for appointing the members of the Blue Ribbon Commission.

Seat No.	Qualifications	Name
1	County Supervisor	
2	County Supervisor	
3	Chief of Correction	John Hirokawa
4	Retired Judge	

5	Mental Health Expert	
6	Clergy	
7	Civil Rights community organization/authority	
8	Inmate Rights community organization/authority	
9	Women's Inmate Rights community organization/authority	
10	Employee representative	
11	Family member	
12	Former Inmate	
13	Sheriff	Laurie Smith (or designee)
14	Public Defender	Molly O'Neal (or designee)
15	Chief Probation Officer	Laura Garnette (or designee)
16	District Attorney	Jeff Rosen (or designee)
17	Behavioral Health Director	Toni Tullys (or designee)

The Board may also want to consider representation on the Blue Ribbon Commission for our local justice system partners, such as the Sheriff, Public Defender, District Attorney, and Chief Probation Officer, as the unique role of each has a significant impact on our custody operations in addition to the Behavioral Health Director given the prevalence of behavioral health issues in our custody system. In addition to the Blue Ribbon Commission, the Administration is exploring other experts that the County may want to engage to provide assessments of our facilities and to suggest related improvements, as the County already is familiar with several individuals and entities who are qualified to provide this type of work. In addition, County staff is collecting syllabi of various subject matter experts for the Board to consider, including outside legal counsel or retired judges who can provide assistance in this area.

Budget needs are being evaluated as the Blue Ribbon Commission is under development to ensure that the Board is aware of the approximate costs to perform this work.

4. Existing Anonymous Reporting Hotline

The Jail Observer Program (JOP) currently provides an anonymous, free and direct phone line for staff, inmates and members of the public to report issues such as abuse, misuse of force or poor conditions within custody facilities. This service has existed for over 20 years. It has always been the policy of this program to protect confidentiality and accept and act on anonymous reports. The toll-free number available to inmates to reach JOP is now exempt

from monitoring or recording, a vital step to encourage inmate reporting. Since the death of Michael Tyree, the amount of calls to the hotline has increased significantly as the hotline number has been more heavily advertised. The Administration recognizes the importance of this service and the one position dedicated to it and is reviewing the staffing model concurrent with the work of the Blue Ribbon Commission. The program takes live calls and helps callers who are not English proficient as well.

5. Request for Assistance from the National Institute of Corrections

A letter was sent on September 9, 2015 by the department and the Board President to the National Institute of Corrections requesting assistance for the County of Santa Clara.

6. Behavioral Health Services Concerns

At the Board meeting of September 15, 2015, the Board also made a referral regarding behavioral health concerns in the jail system and regarding behavioral health bed availability once inmates are released. The Administration is working to provide additional information for the Board's October Health and Hospital Committee meeting to respond to this referral.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

The Board of Supervisors would not receive the requested information.

Date: 11/6/2015

To: Gary Graves

From: Tony Filice

Subject: Timeline related to SB 863 funding

- October 2013 report to Board's Public Safety and Justice Committee with information on jail conditions and needs and next steps including jail needs assessment
- December 17, 2013 report to Board of Supervisors with information on jail conditions and allocation of funding for a jail needs assessment
- March 5, 2014 report to Board's Public Safety and Justice Committee on the status of the Jail Facility Needs Assessment
- April 15, 2014 report out to Board of Supervisors from Supervisor Wasserman regarding March 5, 2014 Public Safety and Justice Committee meeting
- June 10, 2014 report to Board of Supervisors and agreement with MGT of America, Inc. for jail facility needs assessment
- September 24, 2014 off-agenda report to Board of Supervisors with an update on timing related to the jail facility needs assessment
- December 1, 2014 off-agenda report to Board of Supervisors with an update on timing related to the jail facility needs assessment
- January 21, 2015 report to the Board's Public Safety and Justice Committee with the MGT Jail Facility Needs Assessment
- February 10, 2015 report to the Board of Supervisors with the MGT Facility Needs Assessment and some interim capital and operational measures
- April 15, 2015 report to the Board's Public Safety and Justice Committee with an update on SB 863 funding timeline and next steps
- April 15, 2015 review of Department of Correction funding needs
- May 13, 2015 review of Department of Correction funding needs
- June 17, 2015 review of recommendations for Department of Correction budget, including new Assistant Sheriff position for Custody Operations, staff for management oversight for Main Jail and Elmwood, staff for jail investigative unit, staffing for ADA and compliance units, increased overtime for Special Housing Unit and W-1 Housing unit along with increased staffing for the Acute Mental Health Care unit and for Main Jail South visiting and Maximum Security Housing units,
- June 9, 2015 report to Board of Supervisors with approval of Resolution for CEQA for new jail facility with discussion on funding and next steps
- July 7, 2015—Community meeting held by Sheriff/DOC and Facilities and Fleet Department with community groups to hear input regarding jail issues, including the proposed facility
- August 11, 2015 Report to Board of Supervisor on draft SB 863 application along with adoption of resolution and delegation of authority to submit SB 863 funding application
- September 29, 2015 Report to Board of Supervisors with revised SB 863 funding resolution

County of Santa Clara
Office of the County Executive



77671

DATE: August 11, 2015

TO: Board of Supervisors

FROM: Gary A. Graves, Chief Operating Officer

SUBJECT: New Jail Facility with Mental Health Program and Treatment Space

RECOMMENDED ACTION

Consider recommendations related to applying for State funding for construction of a new jail facility. (Office of the County Executive)

Possible actions:

- a. Adopt Resolution authorizing the application for Senate Bill (SB) 863 Jail Construction Financing. (Roll Call Vote)
- b. Approve delegation of authority to Chief Operating Officer, or designee, to submit the proposal for funding under SB 863, sign all related project documents in support of the proposal, and sign the Grant Agreement with the Board of State and Community Corrections and the State Public Works Board including any amendments thereof, on behalf of the County, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 1, 2018.
- c. Approve draft application for SB 863 Jail Construction Financing.

FISCAL IMPLICATIONS

If the State approves the County's application and agrees to provide \$80 million in funding to replace Main Jail South, the County will continue its work with the Finance Agency to issue lease-revenue bonds to have financing available to fund the construction of the new facility. Initially, the County would be responsible for funding the entire facility, although the County will receive reimbursement from the State for \$80 million.

REASONS FOR RECOMMENDATION

On June 9, 2015, the Board of Supervisors approved an Initial Study and Mitigated Negative Declaration, which was prepared for this project pursuant to provisions of the California Environmental Quality Act (CEQA), and which is required to demonstrate readiness to proceed with the project. The County has documentation of CEQA compliance and a letter

from county counsel certifying the associated statute of limitations has expired and that no challenges were filed.

Over the summer, staff has been working on an application to apply for State funding for a new jail facility. Attached to this legislative file is a draft application for consideration by the Board. The Administration would like to ensure that the Board is comfortable with the draft application while we work to improve the application between now and the submission date to the State on August 28, 2015.

As part of this action, the Administration is requesting a delegation of authority to the Chief Operating Officer, or designee. Applying for this State funding requires signing a large number of documents and therefore this delegation of authority is requested to address this requirement over the period of several years. Some of the document types include project delivery and construction agreements, ground leases, and right of entry for construction and operation. All must be agreed to in order for the County to receive State financing. Sample form of documents can be accessed at: http://www.bscc.ca.gov/s_cfcformofdocuments.php.

In order to apply for State funding, the State requires that the Board approve a resolution with the included components to demonstrate Board approval for the project and to confirm that the Board will be willing to operate the new facility if the County receives the requested State funding.

The proposed project consists of replacement of an outdated jail facility at Santa Clara County's Main Jail Complex with a new jail building immediately adjacent to the existing Main Jail North facility. The conceptual plan for the replacement jail is a single building up to 325,000 square feet in size with a maximum height of 150 feet. The existing three-story, 133,000 square-foot Main Jail South building will be demolished at a yet to be determined time. The new building will address the changing nature of the inmate population as well as the increased length of stay in custody as a result of the State of California's AB109 Realignment program. The new facility will also address the need for inmate programs (education, substance abuse, job placement, life skills, etc.) along with the need to provide treatment to the increased number of inmates that require mental health treatment. The County of Santa Clara is seeking partial project funding via the State of California lease-revenue bond funds under the Senate Bill (SB) 863 Bond funding measure in order to reduce the need for bed space through treatment. This funding will help replace deteriorating housing areas with re-entry, educational, vocation, and rehabilitation treatment beds, and increase the number of mental health treatment beds.

The proposed facility will include a Re-Entry Services floor to house male and female inmates who have 90 days or less left on their sentence. These inmates will receive intensified programming, and will be provided services by Community Based Organizations, out-of-custody medical and mental health care providers, and be provided employment resources.

The proposed facility will also address the current lack of mental health bed space for those diagnosed with Serious Mental Illness (SMI) and other behavioral health diagnoses (BHD). SMI is defined as a psychiatric condition characterized by psychosis, mania, severe depression, severe anxiety or posttraumatic stress, or other symptoms which significantly

impair functioning of an individual. BHD is defined as a psychiatric condition characterized by mild to moderate depression, mild to moderate anxiety, substance abuse related symptoms, or other symptoms which typically leave functional ability intact, or only mildly impaired. As of May 29, 2015, there were: 449 inmates with SMI and 1,568 inmates with BHD. Without treatment housing, SMI and BHD inmates are at elevated risk of deterioration in function, and may require acute care to stabilize their conditions. Inmates with SMI or BHD conditions who deteriorate are at elevated risk of suicidal, self-harmful, violent, assaultive, and other destructive behaviors. Long term treatment of these conditions in a proper setting may reduce recidivism as patients learn to cope with their conditions once out of custody. The new facility includes a 3 dorm, 105 bed, special management treatment housing floor equipped with classroom and treatment space. Once stable, inmates can be rehoused to a 180-bed step down mental health unit also located in the new facility that provides continuation of mental health therapy and observation. These two floors increase special management beds from 190 to 461.

The proposed facility will provide inmate program space that largely does not exist at Main Jail South. Each floor in the new facility has three housing units with treatment and program space to serve the entire inmate population on each floor. The proposal would increase the current treatment and program space, and incorporates community classrooms on each housing floor.

Description of Proposed Facility

- The new facility offers five housing floors with a total of 15 dorms and 815 medium to high-medium security beds.

Floor	Floor Description	No. of Units	Cells per Unit	Beds Per Cell	Beds per Floor
7 th	General Population Housing Units	3	30	2	*170
6 th	General Population Housing Units	3	30	2	180
5 th	Re-Entry General Population Housing (Male/Female)	3	30	2	180
4 th	Special Management Step Down Housing (Male/Female)	3	30	2	180
3 rd	Mental Health/Special Mgt. Housing (Male/Female)	3	35	1	105
2 nd	Administrative Offices/Transport Area/Staff Support	0			815
1 st	Public Lobby/Visiting/Control Station	0			

*Pursuant to the regulations set forth in the Americans with Disabilities Act (ADA), the new facility will be ADA compliant; including but not limited to ADA compliant cells in both the medical units and general population.

- New facility increases treatment and program space, and incorporates community classrooms on each housing floor.
- 3rd Floor: Special Management Housing
 - 105 cell/bed (3-35 single cell units) will provide direct mental health treatment for inmates with SMI or severe BHD conditions.
- 4th Floor to 7th Floor: 710 medium to high-medium security beds (mostly double bunked) which can be used to house male and female inmates.
- 5th Floor: Re-Entry Services will house male and female inmates who have 90 days or less left on their sentence.
 - These inmates will receive intensified programming, and will be provided services by Community Based Organizations, out-of-custody medical and mental health care, and employment resources.
- Total: Add 815 medium and high-medium security beds, and eliminates 730 beds from various Main Jail and Elmwood housing units, for a net increase of 85 medium and high-medium beds.
- Although the new jail facility adds 815 new jail beds, system wide there will a net increase of only 18 rated beds, because existing beds will be reduced due to the demolition of Main Jail South, and the closing of some male and female housing units at Elmwood.

The Administration has been working with Sheriff's Office/Department of Correction and Custody Health staff to develop potential staffing plans for the new facility and to mitigate the fiscal impact. The new facility is being designed to minimize staffing needs, but the larger facility with additional beds and programming and treatment has an additional staffing cost. The new facility will offer both direct and indirect supervision, which allows the Department of Correction (DOC) to decrease staffing levels during nonpeak operational hours. The majority of staff for the new facility will come from closed housing units at Elmwood (M-2 Men's and W-1 Women's) and from Main Jail South in order to divert staffing resources to the new facility. The net staffing and cost for DOC and Custody Health Services for the new facility is estimated to be \$6.4 million in ongoing staffing costs, which is roughly 50.875 sworn, non-sworn, and custody health positions. There is anticipated to be a temporary need for some Department of Correction and Custody Health staff to be dedicated to transition work, but those positions are expected to be needed for approximately 30 months and costs are still being evaluated.

The cost of the new facility is estimated to be approximately \$243 million based on a much more comprehensive and detailed look at the suggested sites and the real cost of current

construction, excluding furniture, fixtures, and equipment. Although this is much more than the figure provided in the jail needs assessment, this proposed facility was designed to minimize the ongoing operational costs while the facility proposed in the jail needs assessment would have had significant ongoing operational costs.

CHILD IMPACT

The recommended action will have no/neutral impact on children or youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

If these actions are not approved, the County will not apply for State jail construction funding and will continue operating antiquated facilities without adequate programming space.

STEPS FOLLOWING APPROVAL

The Clerk of the Board is requested to return 2 certified signed copies of the resolution to Tony Filice in the Office of the County Executive quickly after the August 11, 2015 Board meeting so that the County will be able to submit the resolutions to the State to meet a State deadline.

LINKS:

- Linked To: 76620 : 76620

ATTACHMENTS:

- Resolution (PDF)
- DRAFT application (PDF)

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AUTHORIZING THE APPLICATION FOR SB
863 JAIL CONSTRUCTION FINANCING**

WHEREAS, on June 20, 2014 the Governor signed Senate Bill (SB) 863 into law authorizing \$500 million in jail construction funding to be offered through a competitive grant program administered by the Board of State and Community Corrections (BSCC); and

WHEREAS, the mission of the County of Santa Clara is committed to providing a safe and nurturing environment to all offenders housed in its county jail; and

WHEREAS, the Sheriff of Santa Clara County and the Chief of the Department of Correction are responsible for maintaining the appropriate levels of protection, supervision and custody consistent with the established public safety and legal mandates; and

WHEREAS; due to Realignment, inmates are being housed in local jails for longer periods of times resulting in an increase in the level of medical and mental care needed and an increase in the number of maximum security beds required to safely and properly house and support rehabilitating offenders of all levels; and

WHEREAS, in January 2015 the County's consultant, MGT of America submitted its jail assessment recommending significant improvements to the jail's physical plant to address the increase in the population and the impact the aging inmate population will have on the existing facilities over the next thirty years; and

WHEREAS, the County of Santa Clara, the Sheriff and the Chief recognize the need to address the issues raised in the MGT report and intend to make much needed physical improvements to the County's oldest facility, the maximum security facility known as Main Jail South located at 180 West Hedding Street, San Jose, California 95110; and

WHEREAS, the proposed improvements involve the demolition of the existing fifty-eight (58) year old building and the construction of a new seven story fully enclosed Adult Local Criminal Justice Facility (ALCJF) that would be adjacent to and integrated with the County's existing Main Jail North facility as depicted on the sketch plan attached hereto as **Figure 1**; and

WHEREAS, this Board recognizes the imminent need to design, construct and occupy a new ALCJF that houses the County's medium/high-medium security risk inmates and provides necessary programming space to assist with rehabilitation and to reduce recidivism, new housing units that would be in compliance with modern Title 24 design standards as well as an updated custodial mental health facility that addresses all of the needs of both the maximum security inmates and all male and female inmates with serious mental health issues; and

WHEREAS, the County is applying for SB 863 jail construction funding; and

NOW THEREFORE, BE IT RESOLVED that the Santa Clara County Board of Supervisors hereby:

1. Names Roger Soohoo as the County Construction Administrator, Andy Walker as the Project Financial Officer; and Edward Hwang as the Project Contact Person; and
2. Approves the forms of the project documents deemed necessary, as identified by the State Public Works Board to the Board of State and Community Corrections, to effectuate the financing authorized by the legislation; and
3. The Chief Operating Officer, or designee, is authorized, on behalf of the Board of Supervisors to submit the proposal for funding under SB 863, sign all related project documents in support of the proposal, and sign the Grant Agreement with the BSCC and State Public Works Board (SPWB), including any amendments thereof, on behalf of the County; and
4. Confirms that the County will adhere to state requirements and terms of agreements between the County, the CDCR, the BSCC and SPWB in the expenditure of any state financing allocation and County matching funds; and
5. Agrees to allocate the required matching funds after notification of the conditional award of financing but before entering into the state/county agreements. The County further agrees to identify the source for the matching funds and assures that these matching funds shall not be replaced by funds otherwise dedicated for construction activities; and
6. Agrees to safely staff and operate the facility that will be constructed consistent with the provisions of Title 15 of the California Code of Regulations Chapter 1, Subchapter 6 section 1756(j)(5) within ninety (90) days after the construction project is completed; and
7. Certifies that at the time of application or no later than ninety (90) days following receipt of BSCC's notice of Intent to Award: (1) assurance that the County has or will have fee simple ownership of the site where the facility will be constructed and the right of access to the Project site including the undisturbed use and possession of the site and (2) will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site or facility subject to construction, or lease the facility for operation to other entities, without the express permission and instructions from BSCC, for so long as SPWB lease revenue bonds secured by the financed Project remain outstanding.

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8. The County attests to \$ 440,000 as the approximate current fair market land value for the proposed facility.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____, 2015, by the following vote:


AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors
ABSTAIN:	Supervisors

DAVE CORTESE, President
Board of Supervisors

ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:


CHERYL A. STEVENS
Deputy County Counsel

Exhibits to this Resolution:

- A – BSCC, Senate Bill 863 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Form
- B.—Figure 1

Attachment: Resolution (77671 : New Jail Facility with Mental Health Program and Treatment Space)



SENATE BILL 863, ADULT LOCAL CRIMINAL JUSTICE FACILITIES CONSTRUCTION FINANCING PROGRAM PROPOSAL FORM

This document is not to be reformatted.

SECTION 1: PROJECT INFORMATION

A. APPLICANT INFORMATION AND PROPOSAL TYPE				
COUNTY NAME		County of Santa Clara		STATE FINANCING REQUESTED \$ 80,000,000.00
SMALL COUNTY (200,000 and UNDER GENERAL COUNTY POPULATION)	<input type="checkbox"/>	MEDIUM COUNTY (200,001 - 700,000 GENERAL COUNTY POPULATION)	<input type="checkbox"/>	LARGE COUNTY (700,001 + GENERAL COUNTY POPULATION)
	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
TYPE OF PROPOSAL – INDIVIDUAL COUNTY FACILITY /REGIONAL FACILITY PLEASE CHECK ONE (ONLY):				
INDIVIDUAL COUNTY FACILITY		<input checked="" type="checkbox"/>	REGIONAL FACILITY	
		<input type="checkbox"/>		
B: BRIEF PROJECT DESCRIPTION				
FACILITY NAME County of Santa Clara Main Jail East				
PROJECT DESCRIPTION Mental Health Housing, Re-Entry Services, with Program and Treatment Space for Sentenced & Pre-Sentenced Local Offenders				
STREET ADDRESS 150 W. Hedding Street				
CITY San Jose		STATE CA	ZIP CODE 95110	
C. SCOPE OF WORK – INDICATE FACILITY TYPE <u>AND</u> CHECK ALL BOXES THAT APPLY.				
FACILITY TYPE (II, III or IV) Type II	<input checked="" type="checkbox"/>	NEW STAND-ALONE FACILITY	<input type="checkbox"/>	RENOVATION/ REMODELING
			<input type="checkbox"/>	CONSTRUCTING BEDS OR OTHER SPACE AT EXISTING FACILITY
D. BEDS CONSTRUCTED – Provide the number of BSCC-rated beds and non-rated special use beds that will be subject to construction as a result of the project, <u>whether remodel/renovation or new construction.</u>				
	A. MINIMUM SECURITY BEDS	B. MEDIUM SECURITY BEDS	C. MAXIMUM SECURITY BEDS	D. SPECIAL USE BEDS
Number of beds constructed	N/A	710	N/A	105
TOTAL BEDS (A+B+C+D)	815			

Attachment: DRAFT application (77671 : New Jail Facility with Mental Health Program and Treatment Space)

E. APPLICANT'S AGREEMENT				
By signing this application, the authorized person assures that: a) the County will abide by the laws, regulations, policies, and procedures governing this financing program; and, b) certifies that the information contained in this proposal form, budget, narrative, and attachments is true and correct to the best of his/her knowledge.				
PERSON AUTHORIZED TO SIGN AGREEMENT				
NAME	Gary Graves		TITLE	Chief Operating Officer
AUTHORIZED PERSON'S SIGNATURE		DATE		
F. DESIGNATED COUNTY CONSTRUCTION ADMINISTRATOR				
This person shall be responsible to oversee construction and administer the state/county agreements. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)				
COUNTY CONSTRUCTION ADMINISTRATOR				
NAME	Roger Soohoo		TITLE	Deputy Director, Facilities and Fleet Dept
DEPARTMENT	Facilities and Fleet Department		TELEPHONE NUMBER	408-993-4716
STREET ADDRESS 2310 North First Street, Suite 200				
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
San Jose	CA	95131	roger.soofoo@faf.sccgov.org	
G. DESIGNATED PROJECT FINANCIAL OFFICER				
This person is responsible for all financial and accounting project related activities. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)				
PROJECT FINANCIAL OFFICER				
NAME	Andy Walker		TITLE	Department Fiscal Officer, Facilities & Fleet
DEPARTMENT	Facilities and Fleet Department		TELEPHONE NUMBER	408-993-4636
STREET ADDRESS 2310 North First Street, Suite 200				
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
San Jose	CA	95131	andy.walker@faf.sccgov.org	
H. DESIGNATED PROJECT CONTACT PERSON				
This person is responsible for project coordination and day-to-day liaison work with the BSCC. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)				
PROJECT CONTACT PERSON				
NAME	Edward Hwang		TITLE	Capital Projects Manager, Facilities & Fleet
DEPARTMENT	Facilities and Fleet Department		TELEPHONE NUMBER	408-993-4631
STREET ADDRESS 2310 North First Street, Suite 200				
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
San Jose	CA	95131	edward.hwang@faf.sccgov.org	

SECTION 2: BUDGET SUMMARY

Budget Summary Instructions

Definitions of total project costs for purposes of this program (state reimbursed, county cash contribution, and county in-kind contribution) can be found in the “Budget Considerations” page 22 of the Senate Bill (SB) 863, Construction of Adult Local Criminal Justice Facilities (ALCJF’s) Request for Proposals (RFP). The county cash and in-kind contributions are collectively the county contribution. Those defined costs in the RFP shall be the guide for accurately completing this budget summary section.

In the Budget Summary Table that follows in part D of this section, indicate the amount of state financing requested and the amount of cash and/or in-kind contributions allotted to each budget line-item, in total defining the total project costs. It is necessary to fully include each eligible project cost for state-reimbursed, county cash, and county in-kind contribution amounts.

The in-kind contribution line items represent only county staff salaries and benefits, needs assessment costs, transition planning costs and/or current fair market value of land. An appraisal of land value will only be required after conditional award and only if land value is included as part of the county’s contribution.

The total amount of state financing requested cannot exceed 90 percent of the total project costs. The county contribution must be a minimum of 10 percent of the total project costs (unless the applicant is a small county petitioning for a reduction in the county contribution amount). County contributions can be any combination of cash or in-kind project costs. Small counties requesting a reduction in county contribution must state so in part A of this section. The County contribution must include all costs directly related to the project necessary to complete the design and construction of the proposed project, except for those eligible costs for which state reimbursement is being requested.

State financing limits (maximums) for all county proposals are as follows. For proposed regional ALCJF’s, the size of the lead county determines the maximum amount of funds to be requested for the entire project:

- **\$80,000,000** for large counties;
- **\$40,000,000** for medium counties; and,
- **\$20,000,000** for small counties.

A. Under 200,000 Population County Petition for Reduction in Contribution

Counties with a population below 200,000 may petition the Board of State and Community Corrections (BSCC) for a reduction in its county contribution. This proposal document will serve as the petition and the BSCC Board's acceptance of the county's contribution reduction, provided the county abides by all terms and conditions of this SB 863 RFP and Proposal process and receives a conditional award. The county (below 200,000 population) may request to reduce the required match to an amount not less than the total non-state reimbursable projects cost as defined in Title 15, Division 1, Chapter 1, Subchapter 6, Construction Financing Program section 1712.3. If requesting a reduction in match contribution, check the box below to indicate the county's petition.

- By checking this box the county hereby petitions for a contribution reduction request as reflected in the proposal budget.**

B. Readiness to Proceed Preference

In order to attest that the county is seeking the readiness to proceed with the proposed project, the county included a Board of Supervisors' resolution doing the following: 1) identifying and authorizing an adequate amount of available matching funds to satisfy the counties' contribution, 2) approving the forms of the project documents deemed necessary, as identified by the board to the BSCC, to effectuate the financing authorized in SB 863 3) and authorizing the appropriate signatory or signatories to execute those documents at the appropriate times. The identified matching funds in the resolution shall be compatible with the state's lease revenue bond financing. Additionally see Section 6 "Board of Supervisors' Resolution" for further instructions.

- This proposal includes a Board of Supervisors' Resolution that is attached and includes language that assures funding is available and compatible with state's lease revenue bond financing. See below for the description of compatible funds.**

County Cash Contribution Funds Are Legal and Authorized. The payment of the county cash contribution funds for the proposed adult local criminal justice facility project (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.

No Prior Pledge. The county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the

Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.

Authorization to Proceed with the Project. The Project proposed in the County's SB 863 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 863 Financing Program.

C. California Environmental Quality Act (CEQA) compliance

Has the county completed the CEQA compliance for the project site?

- Yes. If so, include documentation evidencing the completion (preference points).**
- No. If no, describe the status of the CEQA certification.**

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D. Budget Summary Table (Report to Nearest \$1,000)

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL
1. Construction	\$ 80,000,000.00	\$132,858,000.00		\$ 212,858,000.00
2. Additional Eligible Costs*	\$ 0.00	\$ 17,029,000.00		\$ 17,029,000.00
3. Architectural	\$ 0.00	\$ 21,286,000.00		\$ 21,286,000.00
4. Project/Construction Management	\$ 0.00	\$ 6,386,000.00		\$ 6,386,000.00
5. CEQA	\$ 0.00	\$58,000.00		\$58,000.00
6. State Agency Fees**	\$ 0.00	\$ 141,000.00		\$ 141,000.00
7. Audit		\$ 50,000.00	\$ 0.00	\$ 50,000.00
8. Needs Assessment		\$ 282,000.00	\$ 0.00	\$ 282,000.00
9. Transition Planning		\$ 0.00	\$ 0.00	\$ 0.00
10. County Administration			\$ 0.00	\$ 0.00
11. Land Value			\$ 0.00	\$ 0.00
TOTAL PROJECT COSTS	\$ 80,000,000.00	\$178,090,000.00	\$ 0.00	\$ 258,090,000.00
PERCENT OF TOTAL	31.00%	69.00 %	0.00 %	100.00 %

* Additional Eligible Costs: This line item is limited to specified fees and moveable equipment and moveable furnishings (eligible for state reimbursement or cash contribution), and public art (eligible for cash contribution only)

** For State Agency Fees: State reimbursable costs include Real Estate Due Diligence only. State Fire Marshal fees may only be claimed as cash match.

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution (match) line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state financing and the county contribution dollar amounts have been determined and calculated (be specific).

1. Construction (includes fixed equipment and furnishings) (state reimbursement/cash match): The estimated construction cost is \$212,858,000, which includes escalation to 2019. The County is requesting the state to contribute the maximum award amount for

this grant, \$80,000,000. The County's contribution will be the difference, \$132,858,000. The cost estimate was prepared by a professional cost estimating firm and verified by comparing to other recent jail projects in the state.

2. Additional Eligible Costs (specified allowable fees, moveable equipment and furnishings, and public art)

a) Define each allowable fee types and the cost of each: Cost included are for consultants to produce an Architectural Program Statement that includes the following: a program statement, engineering analysis, facility condition assessment, space planning, and proposed massing diagrams. Additionally, consultants produced operational narrative, assisted in developing staffing plan, and assisted in developing Evidence-Based Principle curriculum.

b) Moveable equipment and moveable furnishings total amount: Moveable equipment and furnishing cost is estimated to be 8 percent of the construction cost, \$17,029,000. The County is not seeking state reimbursement.

c) Public art total amount: \$0.00

3. Architectural (state reimbursement/cash match): a) Describe the county's current stage in the architectural process: Architectural cost is estimated to be 10 percent of the construction cost, \$21,286,000. The County has completed the programming phase, including conceptual and perspective drawings. The County will fund the following phases: schematic design, design development, construction documents, construction bid and award, and construction support, and contract close out. The County is not seeking state reimbursement.

b) Given the approval requirements of the State Public Works Board (SPWB) and associated state reimbursement parameters (see "State Lease Revenue Bond Financing" section in the RFP), define which portions/phases of the architectural services the county intends to seek state dollar reimbursement: The County is self-funding 100 percent of the architectural service costs; The County is not seeking state reimbursement.

c) Define the budgeted amount for what is described in b) above: The County is planning to incur 100 percent of this cost. The County is not seeking state reimbursement.

d) Define which portion/phases of the architectural services the county intends to cover with county contribution dollars: The County plans to incur 100 percent of the cost for architectural services; this cost includes design and engineering fees. The County is not seeking state reimbursement.

e) Define the budgeted amount for what is described in d) above: Cost includes design and engineering fees defined as, but not limited to, the following: geotechnical analysis, soils report, land use studies, and design/engineering contingencies.

4. Project/Construction Management - Describe which portions/phases of the construction management services the county intends to claim as:

a) Cash: Construction Management cost is estimated to be 3 percent of the construction cost, \$6,386,000. The County will fund for the construction management and administration, and close out of the project. The County is not seeking state reimbursement.

b) In-Kind: N/A

5. CEQA – may be state reimbursement (consultant or contractor) or cash match:

CEQA has been completed and a mitigated negative declaration approved by the County prior to the establishment of the project by the Board. A historical survey was performed by a contractor in support of the CEQA for the amount of \$58,000. The County performed the CEQA in-house, and the in-kind contribution was \$12,000. The County is not seeking state reimbursement.

6. State Agency Fees – Counties should consider approximate costs for the SFM review which may be county cash contribution (match). The estimated cost for state agency fees is \$141,000. Per the bidder's conference, state fire marshal fees average approximately \$125,000. \$16,000 is required for the real estate due diligence per the RFP. The County is not seeking state reimbursement.

7. Audit of Grant - Define whether the county is intending to use independent county auditor (in-kind) or services of contracted auditor (cash) and amount budgeted: Audit estimated cost is \$50,000. The County will be contracting a Certified Public Accountant to complete and prepare the financial audit as required by the funding guidelines. The County is not claiming in-kind match for the audit.

8. Needs Assessment - Define work performed by county staff (in-kind), define hired contracted staff services specifically for the development of the needs assessment (cash match): The Needs Assessment was done by an independent contractor, MGT of America, for \$282,000. The County is not claiming in-kind match for the Needs Assessment.

9. Transition Planning – Define work performed by county staff (in-kind), define the staff hired specifically for the proposed project (cash match): The County is not claiming in-kind match for transition planning.

10. County Administration – Define the county staff salaries/benefits directly associated with the proposed project: The County is not claiming in-kind match for County administration.

11. Site Acquisition - Describe the cost or current fair market value (in-kind): The County is not claiming in-kind match for land value.

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SECTION 3: PROJECT TIMETABLE

Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator) to ensure that dates are achievable. Please consult the “State Public Works Board (State Capital Outlay Process)/Board of State and Community Corrections Processes and Requirements” section, page 30 of the RFP for further information. Complete the table below indicating start and completion dates for each key event, including comments if desired. Note the required time frames for specific milestone activities in this process. The BSCC Board intends to make conditional awards at its November 2015 board meeting.

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Site assurance/comparable long-term possession <u>within 90 days of award</u>	11/13/2015	02/11/2016	Site on existing jail property
Real estate due diligence package submitted <u>within 120 days of award</u>	11/13/2015	02/01/2016	Property appraisal underway
SPWB meeting – Project established <u>within 18 months of award</u>	02/26/2016	02/26/2016	
Schematic Design with Operational Program Statement <u>within 24 months of award</u> (design-bid-build projects)	02/16/2016	05/13/2016	
Performance criteria with Operational Program Statement <u>within 30 months of award</u> (design-build projects)	N/A	N/A	N/A – project is design-bid-build
Design Development (preliminary drawings) with Staffing Plan	06/13/2016	09/16/2016	
Staffing/Operating Cost Analysis approved by the Board of Supervisors	10/17/2016	04/14/2017	
Construction Documents (working drawings)	10/17/2016	04/14/2017	
Construction Bids or Design-Build Solicitation	05/15/2017	08/18/2017	
Notice to Proceed <u>within 42 months of award</u>	08/21/2017	09/01/2017	
Construction (maximum three years to complete)	09/05/2017	09/06/2019	
Staffing/Occupancy <u>within 90 days of completion</u>	09/09/2019	12/08/2019	

Attachment: DRAFT application (77671 : New Jail Facility with Mental Health Program and Treatment Space)

SECTION 4: FACT SHEET

To capture key information from Section 5: Narrative, applicants must complete this Fact Sheet. Minimal information is requested. Narrative information or explanations are not to be included on this Fact Sheet nor as part of the tables in this section. Explanations of what is provided in these tables may be included in the Narrative section of the Proposal Form. Proposal narratives may include reference back to one or more of these specific tables (e.g., refer to Table 4 in Section 4 Fact Sheet).

Table 1: Provide the following information

1.	County general population	1,894,605
2.	Number of detention facilities	3
3.	BSCC-rated capacity of jail system (multiple facilities)	4,303
4.	ADP (Secure Detention) of system	4,157
5.	ADP (Alternatives to Detention) of system	696
6.	Percentage felony inmates of system	87.5
7.	Percentage non-sentenced inmates of system	70.0
8.	Arrests per month	6,330
9.	Bookings per month of system	4,047
10.	"Lack of Space" releases per month	0

Table 2: Provide the name, BSCC-rated capacity (RC) and ADP of the adult detention facilities (type II, III, and IV) in your jurisdiction (county)

	Facility Name	RC	ADP
1.	Santa Clara County Main Jail	1,353	1,472
2.	Elmwood Complex - Men's Facility	2,316	2,199
3.	Elmwood Complex - Women's Facility	634	582
4.			
5.			
6.			
7.			
8.			

Table 3: List the current offender programming in place and the ADP in each program

Pre-Trial Program		ADP
1.	3Rs Curriculum - Substance Abuse, Anger Mgmt, Criminal Thinking Errors, Conflict Resolution, Re-entry	724
2.	GED Preparation, English as a second language & Individualized Journaling	216
3.	Parenting, Life Skills & Career Exploration	178
4.	Trauma Recovery & Enneagram Self Awareness Workshop	85
5.	Dialectical Behavior Therapy & Stress Reduction with Meditation	32
6.	Computers, Art, & Job Readiness	195
Sentences Offender Program		ADP
1.	3Rs Curriculum - Substance Abuse, Anger Mgmt, Criminal Thinking Errors, Conflict Resolution, Re-entry	296
2.	GED Preparation, English as a second language & Individualized Journaling	88
3.	Parenting, Life Skills & Career Exploration	72
4.	Trauma Recovery & Enneagram Self Awareness Workshop	35
5.	Dialectical Behavior Therapy & Stress Reduction with Meditation	13
6.	Computers, Art, & Job Readiness	79

Table 4: List of the offender assessments used for determining programming

Assessment tools		Assessments per Month
1.	Virginia Pretrial Risk Assessment Instruments	1,500
2.	CAIS	462
3.		
4.		
5.		
6.		

SECTION 5: NARRATIVE

1. Statement of Need: What are the safety, efficiency, and offender programming and/or treatment needs addressed by this construction proposal? Please cite findings from the needs assessment (through 2019) submitted with this proposal.

The County of Santa Clara (County) Sheriff's Office/Department of Correction (SO/DOC) Needs Assessment (Needs Assessment) completed in December 2014 contains a thorough description of the County's jail facilities, the various program and operational elements of the system, and the SO/DOC's philosophies on jail operations and design. The Needs Assessment contains descriptions of the current offender population, the classification system used by the SO/DOC, an examination of programming needs and alternatives to detention, an analysis of local trends that have affected (or are expected to affect) the need for jail beds in the County, and a projection of future bed needs.

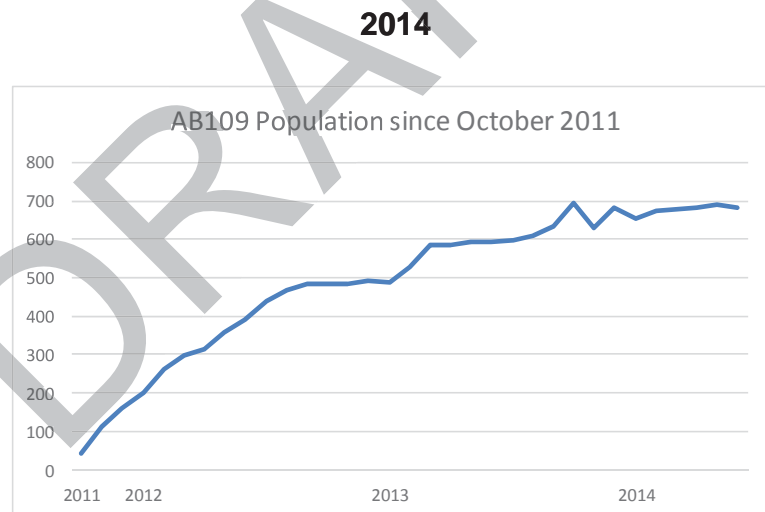
The Needs Assessment notes that Assembly Bill 109 (AB 109) – the Public Safety Realignment Act (Realignment) signed into law in 2011 and its impact was an ever-present factor in nearly every aspect of the study. The current impact of Realignment on the jail's population and its operation was measured and projected into the future.

The Needs Assessment reports that the County jail system is operating at a very high level, with proper attention being given to ensuring the safe and secure housing of offenders and the provision of services. **The following key findings and recommendations are cited from the Needs Assessment:**

1. The average daily population (ADP) of the jails rose by 762 since the implementation of AB 109 in October 2011, primarily due to the influx of AB 109 offenders. In May 2014, the AB 109 ADP was 681.
2. The jail population would continue to gradually grow over the next 20 years, reaching an ADP of 4,532 by 2019 and 5,552 by 2034, a 30.7 percent increase (1,300+) over the 2014 year-to-date ADP. During this same timeframe, the AB 109 population was projected to grow to 921 offenders, a 33.1 percent increase over the May 2014 level.

Figure 1-1 below provides a 3½-year history of the AB 109 population.

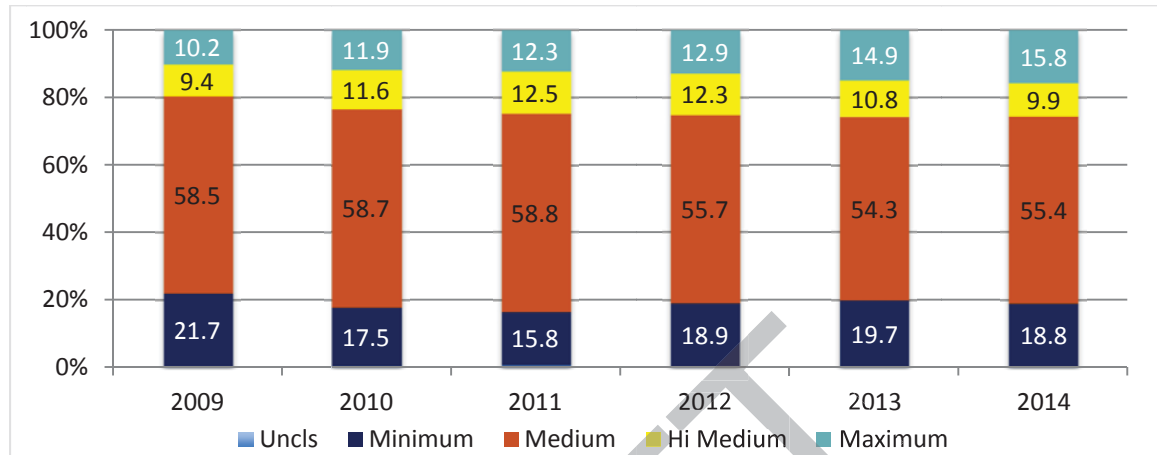
Figure 1-1: Average Daily AB 109 Population – 2011 through May



3. The Needs Assessment indicated that SO/DOC had enough beds to manage its total population up until 2029; however, it did not have a sufficient number of beds in every custody/security classification category. The County had a significant deficit of male maximum security beds, and this deficit was projected to grow. By 2015, the deficit would grow to nearly 400 maximum security beds.

The continued operation of the existing Main Jail South (MJS) was the most serious issue facing the SO/DOC. Designed and constructed as a “first generation jail” (linear configuration, remote supervision, indirect natural light), MJS reflected jail management principles of the 1950s and earlier. Those principals embraced deterrence and incapacitation by confining offenders with little, if any, opportunity for rehabilitation. Further, the linear cell configuration produced poor security sight lines and placed increased demands on security staff. MJS was bereft of space for programming, and offenders had limited recreational opportunities due to the lack of direct access to outside recreation/exercise areas. As it currently exists, MJS was not designed to be compatible with the current correctional principles and the SO/DOC’s current values which, in part, are “to deliver effective rehabilitation programs, activities, and education.” Additionally, the study found that the minimum security housing at the County’s existing Elmwood Men’s Facility was outdated and poorly designed. The layout of the buildings creates security issues and limits staff ability to provide constant supervision.

Figure 1-2: Santa Clara County Jail Male Offender Security Level Distribution - 2009-2014



4. The Needs Assessment recommended replacing MJS with a new maximum security facility to address the shortage of maximum housing. As part of the construction of a new jail, the Needs Assessment recommended that program space be provided adjacent to housing to permit the delivery of programs.
5. The Needs Assessment noted that given the large number of offenders recommended for mental health, it was clear that the jail system needed additional capacity for mental health housing. The proposed mental health housing should include adequate space for group therapy and activities, appropriate mental health staff space, and properly fitted medical exam rooms on the unit. The SO/DOC should reconfigure space on the existing Main Jail North's (MJN) 8th floor to provide better space for mental health services.
6. The Needs Assessment recommended that SO/DOC adopt and use a risk/need assessment tool within the classification process for the purpose of assigning offenders to housing units within each security level. This assessment tool would

help ensure programming for high-risk/high-need offenders is better aligned with the housing assignment.

The SO/DOC currently operates three Type II jails. The following is a description of the jails, including their Board of State and Community Corrections (BSCC)-rated capacities:

- Main Jail Complex: Comprised of two facilities, the Main Jail South (MJS) built in 1956 and Main Jail North (MJN) built in 1988; BSCC-rated capacity of 1,353
- Elmwood Complex: Men's Facility; BSCC-rated capacity of 2,316
- Elmwood Complex: Women's Facility; BSCC-rated capacity of 634

All three jails total 4,303 BSCC-rated beds and are staffed by sworn and non-sworn SO/DOC staff.

The Main Jail Complex is comprised of two towers known as MJS and MJN. Based on the findings of the Needs Assessment, the recommendation was to construct a new maximum security facility. However, the County and SO/DOC experts believe it would not be prudent to construct a facility that only focuses on maximum security housing. Rather, it would be more cost-effective and operationally efficient to build a medium/high-medium security facility (the proposed facility) in order to provide mental health treatment, re-entry programs, and to modify existing facilities at MJN to increase maximum security housing. Additionally, the existing direct supervision housing unit configuration at MJN is best suited to serve as a maximum security setting and will increase safety and security for maximum security housing system wide.

Once the proposed facility is complete, all old MJS beds will be taken offline and will not be used to house offenders. The first floor of MJS will be maintained for

administrative staff offices and support functions until new office space can be acquired. The SO/DOC approach will be to replace 468 BSCC-rated beds that are compacted, outdated, and unsafe, otherwise known as “bad beds.” The medium security offenders would be moved to the proposed facility to receive programming and treatment, and maximum security offenders would be moved to MJN.

The County has never applied for or been awarded AB 900 or SB 1022 funding in the past. The County has used the time since implementation of Realignment to assess the changes in the jail population and carefully evaluate the needs of those in custody to understand how to best move forward in a post-Realignment era. The County has invested extensively in a comprehensive re-entry program while working diligently to extend the life of our 1950s-era jail. The County is applying for SB 863 in order to meet the specific needs of mentally ill offenders and offenders that don't have the right type of bed and program space due to the outdated 1950s design of MJS and the W-1 building at the Elmwood Women's Facility.

The deficiencies anticipated to be remedied by the construction of the proposed facility include replacing “bad beds” with better beds that have adjacent program and treatment space. The proposed facility will also be designed to increase mental health housing, also known as special management housing. The ability to provide longer-term mental health treatment in a proper setting will not only significantly reduce deterioration of the offender, but also reduce recidivism as patients learn to cope with their conditions once out of custody. The proposed facility will also replace the medium security beds at MJN that will be converted to maximum security beds.

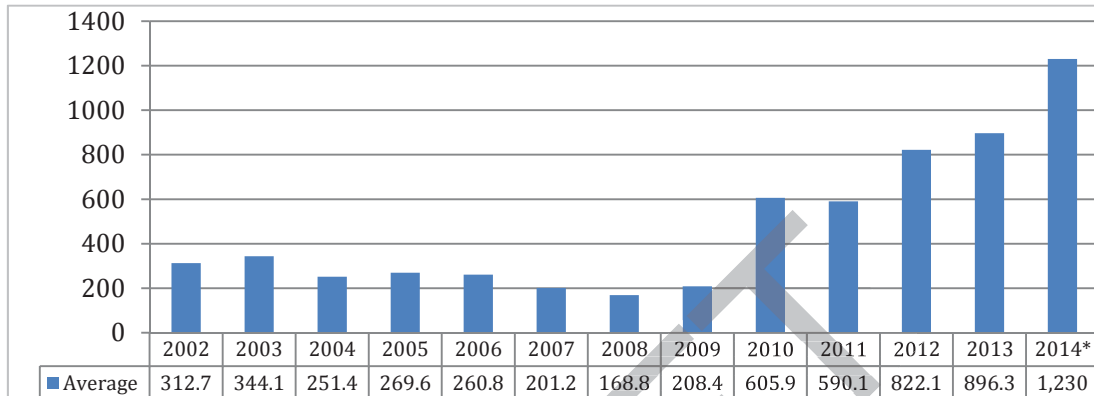
The proposed facility will be designed for optimal inmate offender observation using an open modern floor plan that provides a line of sight into each cell, classroom, interview room, exercise yard, and dayroom from a centrally accessible vantage point. The single-cell design will also reduce offender interaction during lockdown periods to reduce tension and the passing of contraband. These modern features will increase safety and security for offenders and staff.

The County believes the most impact to the recidivism rate will be made by bringing a combination of individualized case management, comprehensive programming, and re-entry services into the housing units, which will provide a continuum of care with the emphasis on reducing the in-custody population in the future.

Since 2002, the County jail system has seen an increased percentage of serious offenders throughout the total population. In this period, the County saw a 33.9 percent increase in violent offenders, a 25.8 percent increase in sex offenders, and a 13 percent increase in “other” felony offenders.

The average number of mental health cases open on the last day of the month remained very low from 2002 (312.7) through 2009 (208.4). There was a dramatic increase in 2010 (190.7 percent). The average number of mental health cases open on the last day of the month increased each year from 2011 to the first half of 2014. Data from January-May 2014 shows the County had an average of 521 offenders that were on psychotropic medications and 200 offenders on a waiting list for a special management bed. Special management offenders would significantly benefit from a specific mental health unit with individualized attention and access to the type of care that is needed before re-entry into the community.

Figure 1-3: Mental Health Cases Open on the Last Day of the Month: CY 2002 – 2014*



Source: California Board of Corrections, Jail Population Survey.

Note * 2014 includes January through May data

Since the passage of AB 109, it has become clear to County leadership that additional appropriate programming space is a huge need for the County jail system. As stated previously, the existing space for programming in MJS and W-1 is beyond limited, thus the reason for the request for SB 863 funding to build the proposed facility. Currently, minimum security offenders are engaging in the bulk of programs and work assignments at a rate of 62 percent, while only 9 percent of maximum security offenders are similarly engaged. The percentages for medium and high-medium security offenders are 30 percent and 16 percent, respectively. The disparity of program participation between the classifications is due to the lack of space and the antiquated building design to provide programs and treatment at MJS and W1.

It is the goal of the SO/DOC to be able to provide a “better bed” for the higher-risk offenders, such as the special management mentally ill and medium security populations, which will allow better access to centralized programming and treatment.

Simply put, MJS is counter-intuitive to the vision of the SO/DOC, as it does not provide space for programs and treatment and is no longer an effective type of housing.

The proposed facility, which will replace the existing MJS will provide space to meet housing and programming needs that will fill the void in the higher-risk classifications that exist currently at MJS. The SO/DOC plans on using the programming space to conduct evidence-based programs for individual and group therapy, medication management, dialectical behavior, and re-entry groups. The SO/DOC also considers it essential that facilities be created to accommodate the growing needs of the portion of the population diagnosed as needing mental health treatment and monitoring.

The SO/DOC offers 17 comprehensive, educational in-custody programs that are categorized as Phase I. Each program targets a specific population and has an average capacity of 65, with a total capacity of 1,100 offender participants. SO/DOC strives to maintain a minimum enrollment of 770, or 70 percent of capacity. Statistics reflect that most programs maintain a higher than minimum enrollment. These 17 in-custody programs will be expanded at the proposed facility.

In addition to the 17 programs mentioned above, it is anticipated that with the construction of the proposed facility, 9 additional programs will be created. The proposed facility will allow the SO/DOC to enroll 360 additional offenders in in-custody comprehensive educational programs and 180 offenders in re-entry programs.

Of the nine new programs, three will focus on providing services emphasizing re-entry for high-risk/high-need male and female offenders. The remaining six programs will be comprehensive educational programs that will provide classes to high-risk/high-need male offenders. These types of programs have not previously been available to

this population due to the antiquated physical plant that limited the ability to offer programs.

With the approval of this proposal, program services will become centralized for the underserved high-risk male and female offenders. This will also enhance re-entry opportunities, and offenders will be able to easily access County and community services.

The SO/DOC administration wants to utilize the proposed facility to bridge the current gaps and barriers in programming. The methodology to determining the kind of programming offered in the proposed facility is to provide an individual case management approach, as each offender does not have the same needs as the last. The population most at risk to recidivate, and usually the hardest to reach when it comes to programming and treatment, are the offenders located at MJS and the Elmwood Women's Facility.

Some of the current gaps are as follows:

- Lack of classroom space for small groups or classes at MJS
- Lack of targeted re-entry planning for special management offenders and high-medium and maximum security male offenders housed at MJS and female offenders housed at the Elmwood Women's Facility

It is anticipated that upon completion of construction, the proposed facility will overcome these barriers and will allow all incarcerated offenders to maximize their access to the 26 programs, re-entry, and treatment services available with the expectation that the recidivism rate will decrease.

The SO/DOC has a long history of providing excellent educational, rehabilitation, and vocational programs to offenders housed in the Elmwood Complex. However dedicated space is limited and the common areas (dayrooms) in each housing unit are used to conduct programs, making those areas unusable for other activities when the programs are being delivered. The Main Jail Complex houses high-security offenders who are unable to transfer to the Elmwood Complex due to their classification status. Although these offenders have a high need for programs and re-entry services, programming has been fragmented due to the physical design of the Main Jail Complex. When these needs are not addressed, there is a direct impact to recidivism. A recent study conducted by Research Development Associates indicated that 52 percent of the incarcerated Realignment offenders with straight jail sentences recidivate within six months of release.

In addition, approximately 200 mentally ill offenders, currently housed in general population, would be housed in special management beds if they were available. Making special management beds available for mentally ill symptomatic offenders would assist in stabilizing and decreasing symptoms through treatment and services made available in those units. Presently, there are limited housing and program options for those with diagnosed mental health issues.

With the approval of this proposal, program services will be extended to high-risk offenders to enhance their opportunity to succeed in the community.

2. Scope of Work: Describe the areas, if any, of the current facility to be replaced or renovated, and the nature of the renovation, including the number of cells,

offices, classrooms or other programming/treatment spaces to be replaced or added and the basic design of the new or renovated units.

The County proposes to design and construct a new facility for the SO/DOC. The proposed facility will be in addition to the existing Main Jail North (MJN) and Main Jail South (MJS) facilities at the Main Jail Complex located at 150 W. Hedding Street in San Jose, California. The existing complex sits on approximately 3.5 acres of County-owned land that is available for construction. The proposed facility will sit on a portion of the existing site and occupy approximately one acre of land, immediately adjacent (east) of the existing MJN facility. The existing MJS and MJN facilities will remain until complete transition occurs, after which the County plans to close and demolish the existing and aging MJS building and the W-1 building at the Elmwood Women's Facility as part of a separate project in the future. Note that state funds will not be used for the demolition of the existing MJS or W-1 building.

The proposed facility will solve the need for additional medium/high-medium security beds. Additionally, the County plans to "harden" their existing medium security beds in the MJN to accommodate the increased need for maximum security housing.

Based on recommendations from the Needs Assessment, the SO/DOC has determined that several housing units throughout the County's jail system will be demolished/taken offline, resulting in the gain of 18 rated beds and the loss of up to 300 operational beds.

Several core functional and operational services will be provided from the MJN facility to the proposed facility. Services to be served from the MJN will be main public lobby space, intake/booking, medical, receiving, food service kitchen, and laundry.

The proposed facility will consist of a seven-story, 203,000-square-foot building comprised of 465 cells (105 beds in single-occupancy cells and 710 beds in double-occupancy cells; inclusive of medium/high-medium security housing, mental health housing, and accessible cells, with a total maximum rated capacity of 815 beds), offender multi-purpose/programs space, offender visitation and recreation space, mental health treatment and program space, custody administration space, security operations, staff support, institutional support space, and related mechanical, electrical, and plumbing support space. The entire facility will be designed to meet ADA.

The first floor of the proposed facility will be comprised of a public walkway that will allow access from the existing main public lobby to a proposed public sub-lobby. Additionally, the first floor will include building support and mechanical space, as well as a secure offender transfer pathway to the existing MJN, which will serve as a court transfer to the adjacent County courthouse.

The second floor of the proposed facility will be comprised of video visitation space, a secure central control, custody administration space, laundry staging, food service staging, and offender transfer staging. Housing will occupy floors three through seven of the facility.

The third floor will consist of mental health housing, mental health services, related support, and treatment services. It will be comprised of 105 mental health beds, dayroom, secure outdoor recreation space, unit control, showers, nine multi-purpose program/classrooms, five interview/counseling spaces (both centralized and decentralized), two medical exam rooms, video visitation, re-therm kitchens, medical prep, health services administration, and conference space.

Housing floors four through seven will consist of medium/high-medium security housing and related support spaces. Each floor will be comprised of three 60-bed units (double-occupancy) totaling up to 180 beds per floor. Each housing floor will be comprised of dayrooms and secure outdoor recreation space, unit control, showers, nine multi-purpose program/classrooms, five interview/counseling spaces (both centralized and de-centralized), two medical exam rooms, video visitation, and re-therm kitchens. Additionally, several of the housing floors will contain “step-down” units, which will offer offenders softer environments as a necessary component of the mental health treatment process.

The County participated in a lengthy Needs Assessment development process in order to identify short and long-term needs. Several deficiencies were recognized as requiring immediate attention. The County identified necessary steps to meet the identified needs. For maximum security housing and mental health housing, treatment, and program space, the County has determined, through several months of intensive architectural planning and programming sessions with a large number of project stakeholders, that new medium/high-medium security housing should be built in order to offset the closure and demolition of MJS, W-1 building, and the “hardening” of MJN cells (which will become the primary maximum security facility for the complex). With the closure of MJS, W-1 building, and the hardening of MJN, a gap exists in medium/high-medium security housing and mental health housing. In order to fill this gap and meet the current need, construction of the proposed facility is direly needed.

The relationship between the stated needs and the planned construction is to meet the specific needs of both special management and general population offenders. The

objective is to provide a continuum of care from the point an offender enters the facility to release and support beyond the offender's release. As stated previously, all offenders serving their sentence at MJS and W-1 have little access to programs due to facility limitations and design. The planned construction will provide a combination of nine classroom/multi-purpose rooms per each of the four housing levels, five interview/counseling rooms per each of the housing levels, and two medical exam/sick call rooms per each of the four housing levels. The SO/DOC plans on offering adult education, evidence-based programs, and non-evidence-based programs that have shown a history of success.

The goal is to make the concept above a reality with the assistance of funding from SB 863. The planned construction will significantly reduce the number of offenders on the waiting list for a special management bed specific to their mental health needs. The SO/DOC is presently unable to provide mental health services in an appropriate fashion to all offenders who require such treatment, due to lack of bed space and programming and treatment space. The intent of the proposed facility is to correct this situation by creating additional mental health beds and expanded program space.

The County participated in several months of intensive architectural planning and programming sessions with a large number of project stakeholders, including County administrators, Sheriff's Office administrators and custody staff, and County medical and mental health administrators, architects, and planners, to develop an architectural program responsive to the needs of a growing mental health population. The resulting program spaces address a need for a variety of mental health counseling and treatment spaces that address the unique needs of the mental health population. Program and

treatment spaces are provided in the fashion of one-on-one interview space, as well as multi-purpose group rooms that can accommodate a wide variety of programmatic functions. Both types of spaces are provided both on-unit (centralized to the individual housing unit) and on floor (de-centralized from the individual housing unit) in order to accommodate a variety of mental health cases and treatment options.

The SO/DOC has a significant need for programming and treatment space, as well as replacing outdated and ill-designed beds that do not meet the contemporary needs of the SO/DOC population. The proposed facility will offer a more appropriate and treatment-oriented approach than the aging facilities and will have the ability to serve the special management population that cannot be properly managed department-wide due to lack of beds and programming space. The MJS and W-1 facilities are no longer practicable from a design or infrastructure perspective. The proposed facility will provide transitional housing, as well as the extensive program space required to effectively reduce recidivism and allow offenders a successful re-entry back into the community.

Offering optimum programming and re-entry opportunities for high-risk/high-need offenders and re-entry opportunities was the focus of creating the design for the proposed facility. The facility designers have focused on ensuring that all the programming needs of the offender are met by including sufficient interview rooms, classrooms, and multi-purpose rooms in varying sizes, as well as adequate restrooms and storage areas.

Each floor is designed for a specific population and with the clear vision and direction to provide programs, including mental health treatment and re-entry services, for that specific population. The general population unit will be used for step-down

housing for mentally ill offenders and for special management/flex space. The general population and re-entry floors include multi-purpose rooms of three different sizes. This will allow providers to have groups of various sizes and for specific, targeted needs.

The design of the proposed facility allows an increased number of interview rooms that can be utilized by rehabilitation and treatment staff and contract providers. This will allow offenders and program providers the privacy to interact and share past traumas and issues without breach of confidentiality.

The intent of the design is to provide space that will permit as much on-unit care as possible. Program spaces on-unit and in core circulation include the following:

- Medical exams and observation rooms
- Interview/conference rooms sized for 4-5 people
- Case-planning conference room sized for 10-12 people
- Mental health programming/multi-purpose rooms

The close proximity to the Re-entry Resource Center (located across from the proposed facility), public transportation, and County agencies further enhances the re-entry aspect for offenders.

Milpitas Unified School District's Adult Education Program (MAE) provides teachers that are certified to teach life skills, substance abuse education, anger management, conflict resolution, job skills, GED preparation, English as a second language, and art.

Upon completion of the proposed facility, MAE will provide a minimum of two full-time teachers per floor to work with this population. A classroom schedule has been created that will provide the above-listed classes; additional parenting, trauma recovery, and cognitive behavioral treatment classes will be provided by contract providers.

Adult Custody Health Services plans to fully implement mental health services in the proposed facility by using the increased individual and group spaces to facilitate group activities for mentally ill offenders. The increased interview rooms, especially those in close proximity to housing units, will improve the confidentiality and quality of all interviews. At MJS, it is often a struggle to find space to conduct interviews and make the breakthroughs necessary for seriously mentally ill offenders, which has an adverse impact on recidivism rates.

With the proposed program space construction, the most significant benefits will be for offender participants who need the most care and are the least likely to ask for it—the mentally ill and the disabled.

Staff from the Re-entry Resource Center, as well as other community-based organizations, will have space to meet with clients 90 days before release from jail in order to create a bridge to successful re-entry.

Space will be available to safely gather offenders in small or large groups. This will enhance the ability of the SO/DOC to provide psychoeducational and skills training groups. In addition, more female offenders can be offered services.

In addition to this population, the proposed facility will allow the SO/DOC classification system to house offenders not just based on the risk to safety and security but also based on the risk to recidivate and the specific programmatic needs of each offender. This will also allow classification to segregate offenders in small groups rather than segregating them in single cells. Some additional benefits for offenders will include:

- Program services and classes in an instructional classroom or a group-like setting

- Ability to share freely with program providers
- Classroom or group participation based on targeted needs
- Re-entry planning 90, 60, and 30 days prior to release for all security levels
- Improved access for Community service providers
- Close proximity of the Re-entry Resource Center, County and community agencies, and public transportation

3. Programming and Services: Describe the programming and/or treatment services currently provided in your facility. Provide the requested data on pretrial offenders and risk-based pretrial release services. Describe the facilities or services to be added as a result of the proposed construction; the objectives of the facilities and services; and the staffing and changes in staffing required to provide the services.

The proposed construction will address offender management goals by providing the correct type of housing for mental health and the high-risk/high-need general population offenders. The SO/DOC has a significant need for special management, medium, and high-medium security beds. The intent of the proposed construction is to provide as much on-unit care as possible, which is safer for offenders and staff alike. Both seriously mentally ill and general population offenders will have direct access to programming and treatment in housing support, as well as inside each housing unit.

Offenders with special management needs are currently housed with general population offenders, posing many challenges when it comes to treatment of these individuals. When special management offenders are housed in a specialized unit, the likelihood of offenders taking medication and being involved in programming is more

likely than if they are housed with the general population. From this specialized environment, seriously mentally ill offenders will have an easier transition into the special management/step-down housing units, making re-entry to society a more successful process.

The overall goal is to provide a facility that is safe for offenders, staff, and the community, while also providing all the tools necessary for each individual to be successful upon re-entry into the community.

The County of Santa Clara Office of Pretrial Services (Pretrial Services) has been operating for the past 46 years and has become very efficient at assessing offenders for pretrial services, alternatives to incarceration, and release. As noted in Section 4, Fact Sheet, Table 1, Item 7, the percentage of inmates on pretrial status was 70 percent. Pretrial Services interviews felony arrestees for risk to determine if they should be incarcerated or remain in the community prior to trial. As a result, the pretrial services unit uses the Virginia Pretrial Risk Assessment Instrument (VPRAI), which accurately identifies the offender risk level of low, moderate, or high-risk.

As examples of alternatives to incarceration, Pretrial Services offers offenders with less than 30 days remaining on their sentence to be a part of the Electronic Monitoring Program. The Weekend Work Program is another alternative program for jail sentences. The program serves several purposes: Low-risk offenders do not have to go to jail, which reduces employment difficulties and also provides a valuable service to the community.

Another approach Pretrial Services provides as an alternative to incarceration is drug/alcohol testing for defendants released on supervised own recognizance. Pretrial

Services tests defendants randomly to ensure they are complying while they are on this pretrial release program. The alternatives to incarceration listed above assist the SO/DOC with managing the overall jail population.

In addition, the SO/DOC has a comprehensive classification system that permits sorting of the jail's offender population by risk and needs. As identified in the SO/DOC Classification Unit Procedure No. 102, the purpose of the classification plan is to "provide for a systematic and continued risk assessment, which includes monitoring behavioral factors, management criteria, and custody requirements." This task is accomplished by implementing a behavior-driven risk assessment classification system in accordance with the stated mission of SO/DOC.

The intent of the system is to place the offender in the least restrictive security in accordance with facility management considerations and the individual offender's programmatic and custodial needs.

The County's Needs Assessment points out a need for increased maximum security beds. This project is aimed at moving the County's underserved and growing mentally ill offender population and existing medium/high-medium offenders to the proposed facility. This will allow the subsequent closure and demolition of MJS and W-1 and the "hardening" of cells at MJN. This "hardening" of MJN will meet the future needs of the growing maximum security population. Note that State funds will not be used for the hardening of MJN cells.

The proposed facility will address the SO/DOC offender management needs and goals by providing programs and treatment space for the seriously mentally ill and medium/high medium security offenders who also are the most at-risk population to

reoffend. Currently, this population has limited access to programs due to the design and age of MJS, which has a negative effect on the County's offender management offerings. With the wide range of programs and treatment available to offenders at the other County facilities, the proposed facility will fill the void that exists at MJS. The proposed facility will provide offenders opportunities to succeed and be equipped with the skills to be a productive member of society once they re-enter the community.

The proposed housing units and adjacent program space will assist the County in rectifying the following existing deficiencies:

- Eliminates the use of MJS and W-1, in which age and design have impeded the implementation of modern programs and operational approaches
- Enables the County to fully implement treatment programs for the growing mental health population housed within the system

The following three paragraphs are taken from the County Community Corrections Partnership (CCP) plan, which are included to demonstrate the collaborative recommendation and implementation of evidence-based supervision/programs.

"In Santa Clara County, a cross systems collaborative, representative of the CCP, participated in creating the Implementation Plan for Realignment. The plan uses an evidence-based model with supervision programs to serve the offenders. A fourth generation risk and needs assessment tool will be utilized to identify criminogenic risk and need factors in order to effectively link offenders to appropriate services and to provide appropriate supervision.

A re-entry team of SO/DOC, Probation and Behavioral Health staff will engage with and assess offenders before being released from custody to develop individualized case plans that will better prepare offenders.

A case supervision management protocol with procedures designed to incorporate the principles of evidence-based practices will be utilized. This protocol will include the application of Motivational Interviewing techniques, the implementation of graduated sanctions or a response grid and the use of Cognitive Behavioral Therapy (CBT) interventions which have shown positive effects on the targeted population.”

The proposed facility will support ongoing efforts to implement evidence-based practices in the supervision, case management, and programming aspects of all incarcerated adult offenders. The close proximity of the proposed facility to the Re-Entry Resource Center and community and County agencies will allow programs staff to leverage these resources for the benefit of the offenders. It is anticipated that with the approval of the proposal, the mentally ill, disabled, and hard-to-reach populations will receive the same services as the general population.

With the completion of the proposed facility, all offenders, based on individual needs, will be expected to select needs-based, cognitive behavioral therapeutic classes to learn how thinking affects behavior. The classes will be paired with a service-based philosophy, so that offenders re-entering society are given the resources they need to sustain them upon initial transition into the community.

In addition, the program space created through completion of this project will allow SO/DOC to move offenders from the facilities to the re-entry floor at the proposed

facility to start re-entry planning 90, 60, and 30 days prior to release. Programs staff will utilize the National Institute of Corrections “Transition from Jail to Community – Implementation Toolkit” to provide evidence-based re-entry planning.

Improving transition at the individual level involves the introduction of specific interventions at critical points along the jail-to-community continuum. Research shows that interventions at these key points can facilitate reintegration and reduce reoffending.

Critical to this approach are the principles that:

- Intervention should begin in jail, through incarceration, upon release, and into the community.
- Targeted and more intensive interventions should be used for special management offenders and medium-to-high-risk offenders.
- Interventions should be tailored to specific needs, risks, and strategies of each individual.

With the approval of the proposed facility, these three critical principles will be met. Participants will attend evidence-based classes to understand the criminogenic factors that have contributed to their criminal behavior. Re-entry groups provide psychoeducational and psychotherapeutically oriented services related to stressors, challenges, and obstacles of re-entering the community. Offenders will participate in cognitive behavioral therapeutic groups to learn how thinking affects behavior.

The proposed space will be allocated for special management offenders and high-risk/high-need offenders who are in need of services and are currently underserved due to the lack of existing program space. By initiating the re-integration and re-entry process as soon as the offender becomes incarcerated, the offender will be able to re-

enter society better prepared. Re-entry staff from the Re-Entry Resource Center, as well as other community-based organizations, will have space to meet with clients before release from jail in order to create a high-quality re-entry model that will foster a successful re-entry.

The SO/DOC staff collaborates with state, County, and community agencies to optimize services for offenders. The SO/DOC has a longstanding relationship with the Milpitas Unified School District's Adult Education Program. This partnership has allowed the school district to assign approximately 25 teachers and 10 support and administrative staff to the County jail system. The school district is reimbursed by the state based on the "average daily attendance" formula.

Based on the needs, staff may collaborate with medical and mental health services prior to transitioning an offender to an out-of-custody program in the community. SO/DOC staff works with Adult Custody Health Services to ensure that the offender's medications are transferred to the community pharmacy for the well-being of the offender. When appropriate, staff may work with custody health staff to ensure offenders with acute physical issues are appropriately placed in the community. SO/DOC staff may also refer an offender for assessment and counselling with a community mental health program such as Catholic Charities, Momentum, or private counseling as needed.

When SO/DOC staff identifies that an offender would benefit from substance abuse treatment in the community, program staff may refer offenders to County of Santa Clara Behavioral Health Services (BHS). Based on the assessment conducted by BHS, the offender may be placed in a residential program, a transitional housing unit, or referred

to an outpatient counseling program. BHS contracts with several community agencies, such as Pathways, Support Systems, etc.

The SO/DOC staff also works closely with the County of Santa Clara Social Services Agency (Social Services Agency) as needed. The staff offers a parenting program that includes the component of reunification of parent and child. Offenders with children in dependency court may enroll in this program and attend parenting classes and learn parenting skills. With the support of social workers and dependency court mentor advocates, the child may visit the parent in jail under the supervision of licensed parenting teachers in a child-friendly playroom that has been specially created for the benefit of the children. SO/DOC staff works closely with both social workers and dependency court advocates to ensure that this child-centered program is beneficial to the child, the parent, and the community.

AB 720 requires that all eligible offenders must be enrolled in the Medi-Cal program prior to being released from custody. In adherence to this assembly bill, SO/DOC staff works closely with Social Services Agency staff to ensure that this enrollment takes place in a timely and efficient manner.

SO/DOC staff also work closely with the Veterans Administration and the County of Santa Clara Veterans Services Office to ensure that eligible incarcerated veterans are enrolled in services and placed in veterans' residential programs when interested and willing to participate.

When identified as homeless, programs staff works with the shelter providers network to find supportive housing for offenders who are willing to stabilize in the community.

SO/DOC staff also works closely with community faith-based agencies, such as City Team Ministries, Salvation Army, and Victory Outreach, to place offenders in the residential programs offered by these agencies.

Resource information for Alcoholics Anonymous, Narcotics Anonymous, and other community substance abuse prevention agencies is provided to offenders when requested.

The SO/DOC collaborates with the Record Clearance Project, a program created by the law students of San Jose State University to help incarcerated and community patrons expunge charges when eligible. Through the County of Santa Clara Re-entry Services, SO/DOC staff also collaborates with Goodwill Industries, Center for Training and Careers, Center for Education and Training, and Catholic Charities for job training and vocational services.

The SO/DOC also collaborates with literacy programs through the County of Santa Clara Library and the County of Santa Clara Office of Education for incarcerated young adults with open individual education plans.

Through the Prison Education Project, program staff connects with local community and state college volunteers to motivate and improve educational opportunities for offenders.

Besides community agencies, the SO/DOC collaborates with several individual volunteers and non-profit agencies such as Ascent, Next Door Solutions, and Enneagram Prison Project, who provide resume writing, victim awareness support groups, self-awareness workshops, meditation, yoga, art, journaling, and many such services.

All service providers mentioned above are a part of the re-entry planning effort and are included in the re-entry planning process. The proposed facility will greatly enhance the delivery of these services with the additional interview/classroom space.

The SO/DOC Programs Unit receives funding for one rehabilitation officer through a Medi-Cal grant. The grant, a collaborative effort between the Social Services Agency and the SO/DOC, includes funding for several staff assigned to the Social Services Agency and one rehabilitation officer for the SO/DOC. The SO/DOC is reimbursed \$140,000 each fiscal year. This grant is scheduled to continue for two years.

The SO/DOC Program Unit's mission is to enhance the successful reintegration of program participants into the community by providing evidence-based classes. The SO/DOC staff believes that providing evidence-based classes to offenders is essential to meeting the goals of reducing need for beds and reducing recidivism rates.

The SO/DOC has found that implementing the principles of evidence-based practices in community corrections is a tremendous challenge, requiring strong leadership and commitment. Such an undertaking involves more than simply implementing a research-recommended program or two. Minimally, evidence-based practices involve:

- a) Developing staff knowledge, skills, and attitudes congruent with current research-supported practice (principles #1-8)
- b) Implementing offender programming consistent with research recommendations (#2-6)
- c) Sufficiently monitoring staff and offender programming to identify discrepancies or fidelity issues (#7)

- d) Routinely obtaining verifiable outcome evidence (#8) associated with staff performance and offender programming

Implementing functions a-d above is tantamount to revolutionizing most community corrections organizations.

The SO/DOC is taking on this challenge, and has begun to increase their focus on outcomes and shift their priorities. Two fundamentally different approaches are necessary for such an alteration in priorities. One brings insights gleaned from external research evidence to bear on internal organizational practices. The other increases organizational capacity to internally measure performance and outcomes for current practice. When these two interdependent strategies are employed, the SO/DOC acquires the ability to understand what is necessary and practicable to improve its outcomes. The following describes how these approaches support evidence-based practices in slightly different ways.

The objective is to utilize a combination of in-custody programs with post-release programs using a comprehensive approach to support a successful foundation, law-abiding, productive lifestyle in the community. The SO/DOC has these elements in place. The program enables participants to modify behavior through education and inspires cognitive change by examining underlying beliefs and values and providing pro-social alternatives. The SO/DOC is constantly evaluating all programs being offered to ensure that the programs are effective in reducing recidivism.

The Programs Unit consists of both uniformed, sworn custodial officers and civilian rehabilitation staff. Custodial staff is generally assigned to the unit for a period of 5 years. For the past 25 years, civilian staff has been brought in from MAE and has

provided classes/instruction. The SO/DOC Program's Unit consists of 13 rehabilitation officers all being credentialed, educated with a bachelor's degree, and from diverse backgrounds, bringing a wide variety of skills, education, and experience.

The construction of the proposed facility will permit significant expansion of the number of offenders to be served by the various program components of the jail system, as well as increasing SO/DOC staff providing these services.

The current classification system primarily houses offenders based on their security risk. The needs of the offender are a secondary factor that is taken into consideration only when feasible to the operational needs of the facility.

It is anticipated that with the proposed plan and the proposed bed construction, offenders will be housed not just based on security risk, but also the risk to recidivate and the needs of the offender. Offenders will also receive targeted re-entry services 90 days, 60 days, and 30 days prior to release, which will enhance their ability to successfully transition from incarceration to the community.

The creation of the proposed bed space will address some intrinsic deficiencies present in the current correctional system and will allow offenders to be segregated by need.

Offender participants will be assessed by rehabilitation officers for need and will be placed in classes based on need.

Most importantly, approximately 200 offenders with mental illness issues who are currently housed in general population will be housed in special management beds specially designed and programmed for this population.

The dedicated special management unit will also permit the expansion of services for female offenders. The SO/DOC already has dedicated special management units, but currently there are not enough interview rooms to see the women for crisis calls, evaluation visits intended to monitor stability, or interviews to assess discharge needs.

The proposed facility will make it easier for the high-risk/high-need offenders to receive services that they are currently not receiving and will also increase access to services for seriously mentally ill patients (i.e., group activity geared toward female population – Seeking Safety).

4. Administrative Work Plan: Describe the steps required to accomplish this project. Include a project schedule, list the division/offices including personnel that will be responsible for each phase of the project, and how it will be coordinated among responsible officials both internally and externally.

The proposed project will be led by the County Executive's Office with an experienced team from the County Facilities and Fleet Department's Capital Projects staff and the County Sheriff's Office, along with other County and public agencies as needed. The team is organized to provide an executive level of involvement with the project and will interact and coordinate throughout the design phases with the project's design architect/consultants. The capital project will be administered by existing members of the County's Capital Project and Construction staff. These County officials, along with the design consultant team, will communicate and coordinate with the various state agencies (BSCC, California Department of Corrections and Rehabilitation, California Department of Finance, etc.) throughout the life of the project design and implementation in order to ensure a financially responsible, safe, and rehabilitative jail

project. The County of Santa Clara is prepared to proceed immediately to deliver a successful project for the state and County. The following summarizes the work remaining for this proposed project to become an operational facility:

Land: The County owns the proposed site as part of an existing, owned facility.

CEQA: An environmental impact report has been completed, and the County has completed the CEQA notification in which no challenges were filed, and the statute of limitations has expired.

Infrastructure: All necessary utilities currently exist adjacent to the proposed project site and will be provided to the project site as part of this proposed project as appropriate to provide a “stand-alone” facility as required by the funding.

Design: As stated previously, the County has selected an architect/engineer prior to the RFP for Programming and Pre-Design/Conceptual Design Services. The County is prepared to begin the selection of the most qualified architect/engineer to complete the remainder of the design phases immediately upon the BSCC’s Notice of Intent to Award (NIA) project funds.

Construction: The County intends to award a construction contract in the summer/fall of 2017 and eagerly awaits the ability to proceed forward.

Occupancy: The County is developing and budgeting a transition team, which will plan for the operational testing of the proposed facility, the physical transition of staff and offenders to the proposed facility, and develop operational procedures.

The project is currently in the pre-design phase. Schematic design is anticipated to begin shortly after funding award is made in February of 2016. The project design is anticipated to be completed within 14 months, and thus release for bidding is expected

to occur in summer of 2017. Construction duration is expected to be approximately 24 months; project occupancy is expected in fall/winter of 2019. A more detailed timeline is available in Appendix Section 3.

5. Budget Narrative: Describe the amounts and types of funding proposed and why each element is required to carry out the proposed project. Describe how the county will meet its funding contribution (match) requirements for all project costs in excess if the amount of state financing requested and how operational costs (including programming costs) for the facility will be sustained.

The County intends to fund the project using state SB 863 funds for only a portion (approximately 30 percent) of the proposed facility. Note that mental health beds, mental health re-entry beds, and step-down mental health beds (and related program and treatment space) account for more than 60 percent of the planned project. Thus, any funds that come from the SB 863 funding source will directly be utilized in building mental health beds and related program and treatment space. The County will fully fund the difference between any awarded funds and the cost of the project with the County's own cash reserves and internal lease-revenue bond funding. The County intends to maximize its cash match to the fullest extent possible, and as such does not intend to claim in-kind match for auditing services, needs assessment services, transition planning, County administration time, or land-value. It is felt that this will reduce auditing efforts on the part of the state during design/construction and will be a more effective use of state funds spent on those efforts. Please note the land value appraisal is underway and will be completed prior to funding awards. Additionally, please note that the County has, indeed, begun the process of transition planning. The County will

be contracting a Certified Public Accountant to complete and prepare the financial audit as required by the funding guidelines. Please refer to the budget summary contained herein for more information.

During the pre-design phase of the project, the County reviewed multiple design options in which project cost was a major factor in the decision-making process. Several cost estimates were completed for each option to ensure that cost-effectiveness was a design and decision-making factor. Additionally, site selection took a high priority, as it has a major impact on cost-effectiveness of the project. A major factor in selecting the current site was reduced costs due to the proximity of the existing facilities and the ability to share functions and with the existing MJN. This proximity allowed the ability to maintain a number of operational and functional spaces within the existing MJN and not duplicate them within the proposed building design, greatly reducing the overall needed square footage and cost.

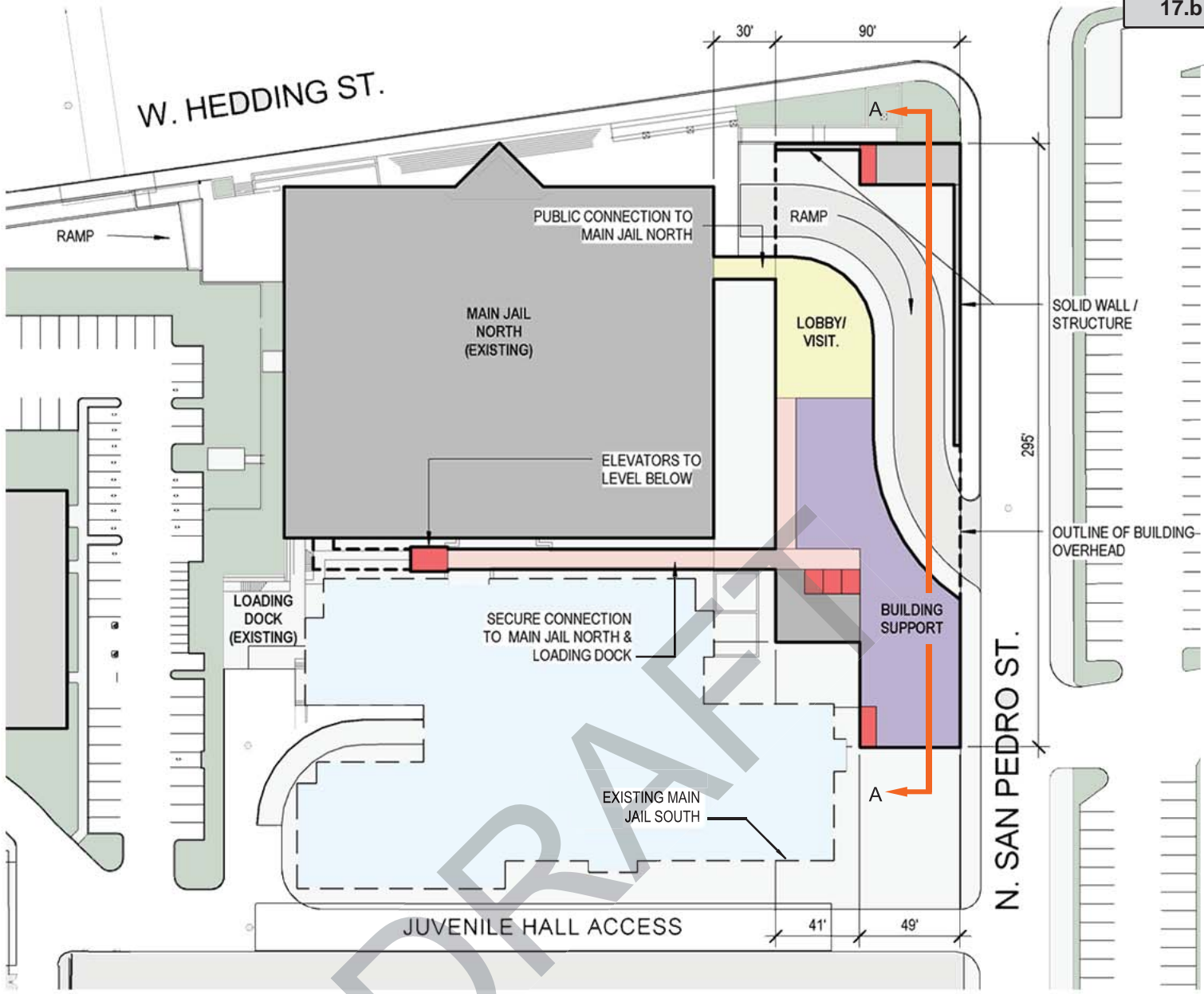
A preliminary staffing plan has been developed for the new facility. The majority of staff will be coming from the existing MJS, which will become non-operational when the new facility is constructed. Because of the new space afforded by the new facility, programs will now be provided at the new facility that have not been available in MJS, but have been offered to other offenders in other County facilities. The longstanding relationship established with MAE will allow the County to expand the services provided by MAE, who have committed to providing two additional teachers per floor. The consolidation of programs in this new facility will allow for increased re-entry services to be provided. Having a dedicated special management floor will allow the mental health staff to not only provide medical and mental health services, but program classes for

these offenders as well. The County of Santa Clara Board of Supervisors (Board of Supervisors) is supportive of operating the new facility with the additional staff and programs that will be required to operate it.

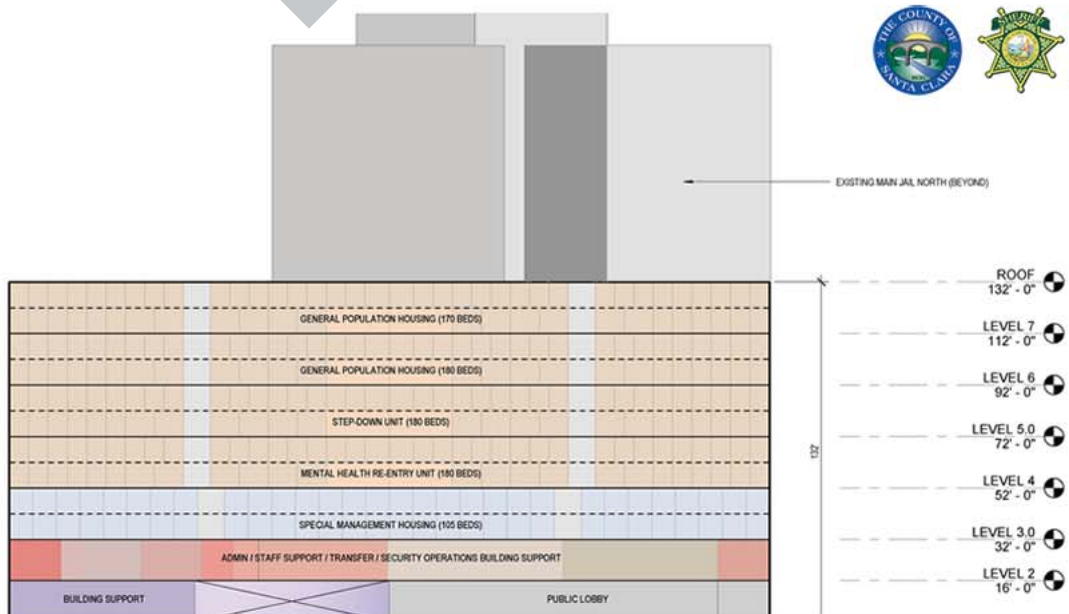
6. Readiness to Proceed

A. The Board of Supervisors provided a resolution matching all the requirements of SB 863, which authorized an adequate amount of available matching funds to satisfy the County's contribution. Furthermore, the resolution approved the project documents deemed necessary, as identified by the State of California Public Works Board to the BSCC, to effectuate the financing authorized by the legislation and was authorized by the appropriate signatory to execute those documents at the appropriate times.

B. The County of Santa Clara has provided within this proposal documentation evidencing CEQA compliance is complete along with a letter from County counsel certifying the associated statute of limitations has expired and no challenges were filed. Additionally, the County has completed the necessary Needs Assessment, as discussed in previous sections, and has internally established an expert transition team who will be responsible for, and is prepared to coordinate, the remaining design phases. Additionally, the County has retained project experts who have assisted in the completion of the pre-design and programming phases of design and who will assist the County in establishing and assembling the most qualified consultants to complete the operations program and design documents. The County has begun the land value appraisal process and expects the results of this appraisal in the very near future.

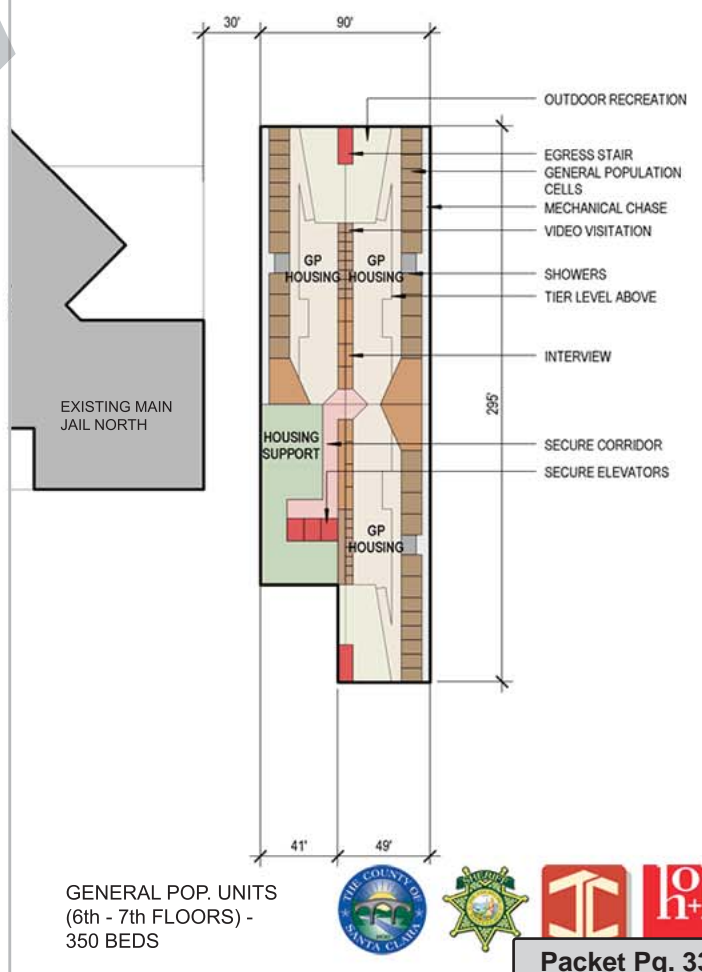
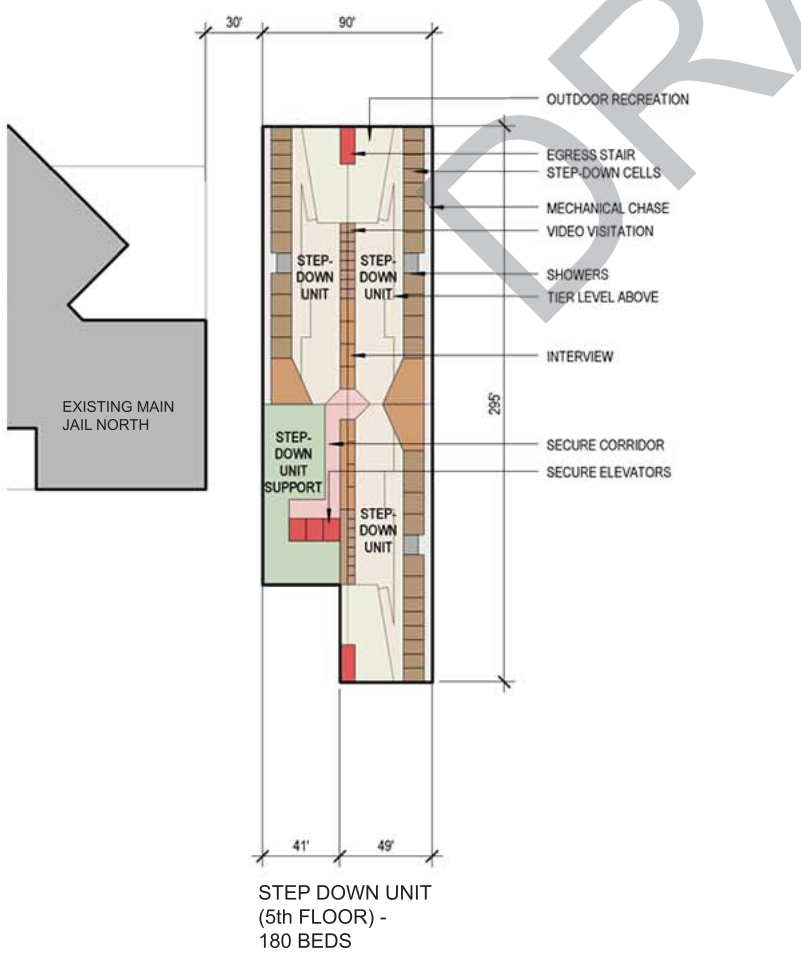
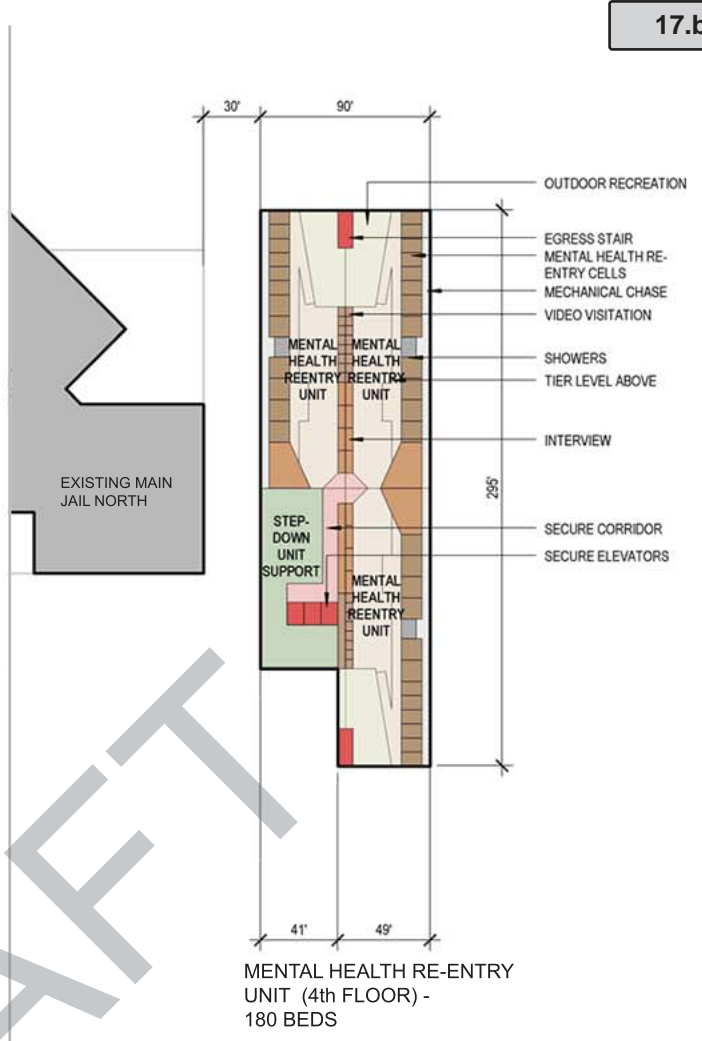
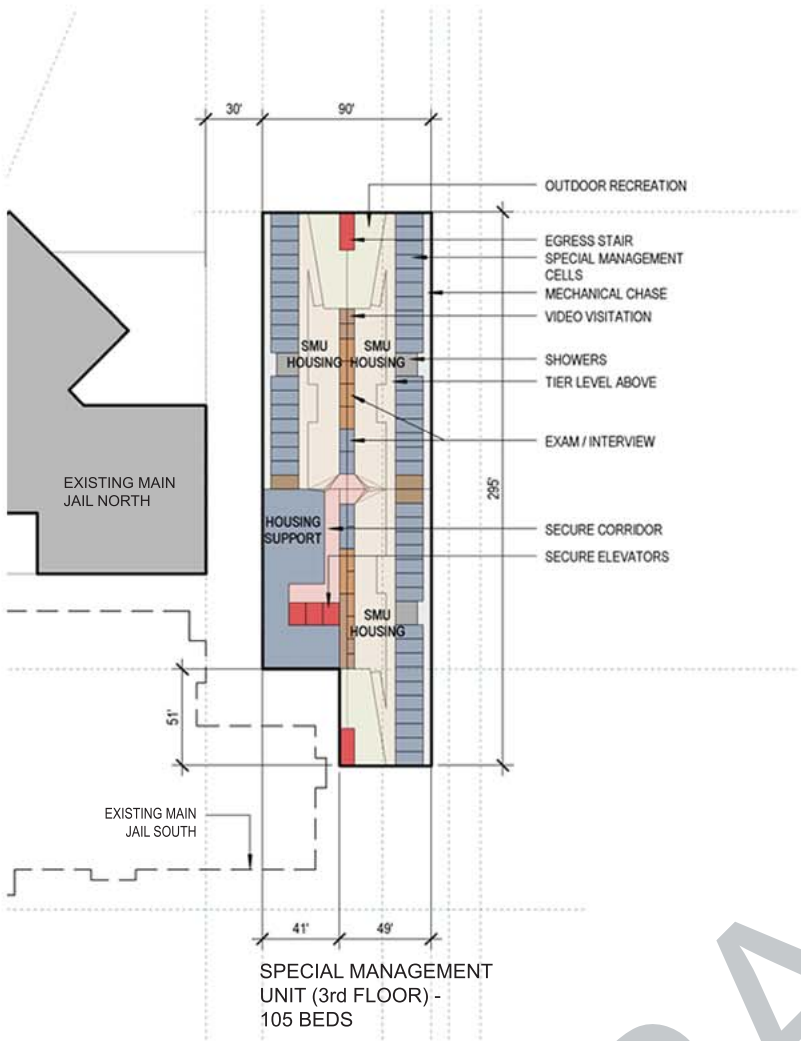


SITE PLAN / LOWER LEVEL PLAN



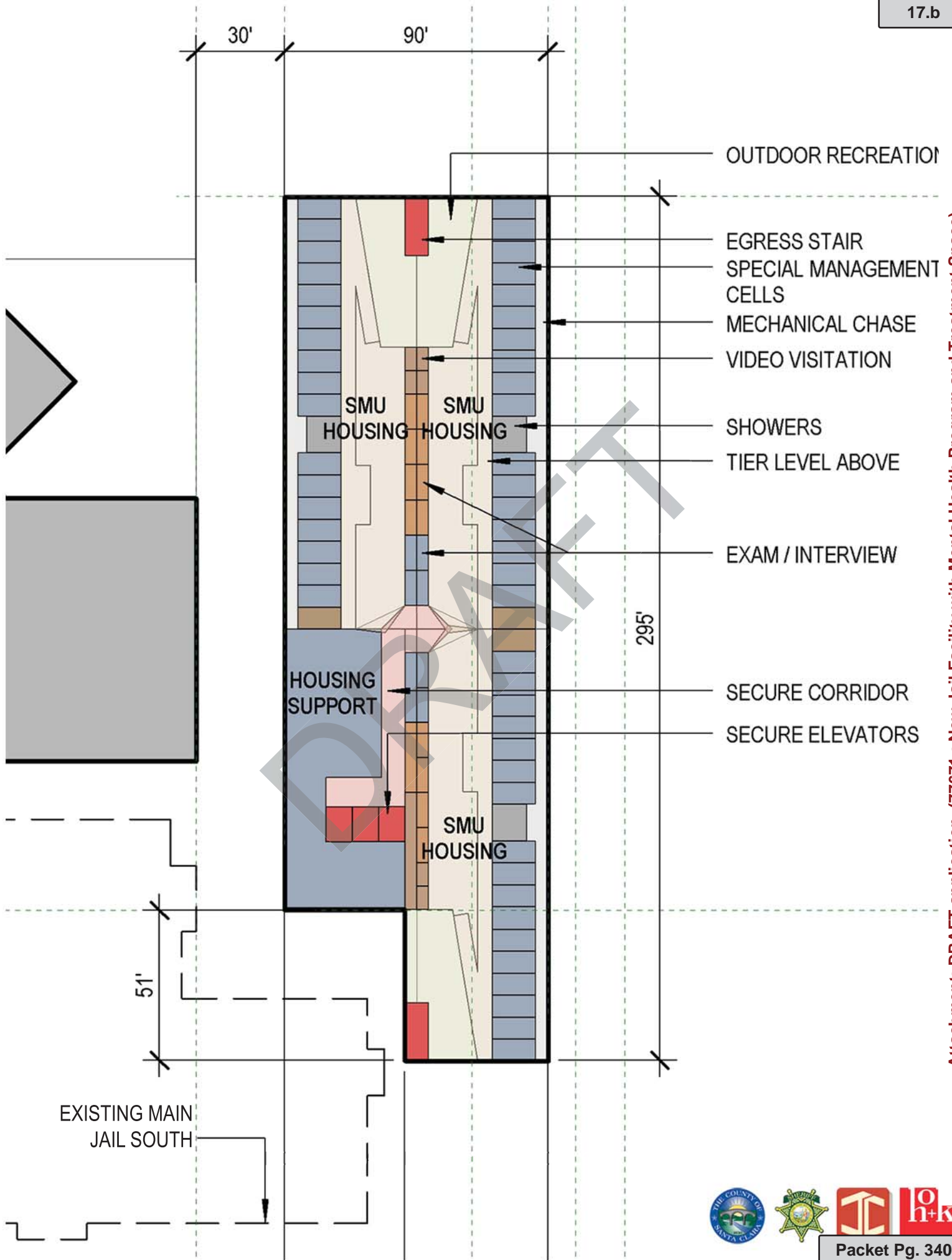
SECTION A-A

Attachment: DRAFT application (77671 : New Jail Facility with Mental Health Program and Treatment Space)



Attachment: DRAFT application (77671 : New Jail Facility with Mental Health Program and Treatment Space)



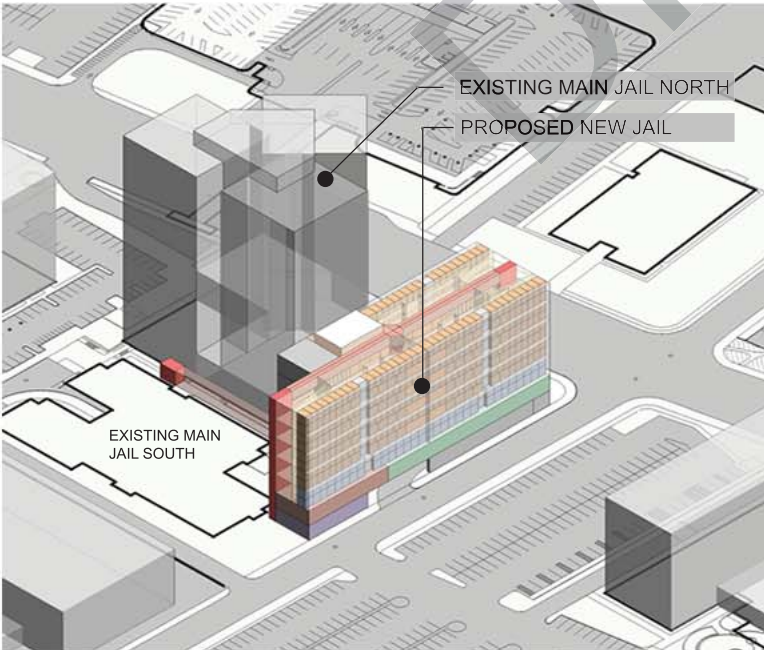


Attachment: DRAFT application (77671 : New Jail Facility with Mental Health Program and Treatment Space)

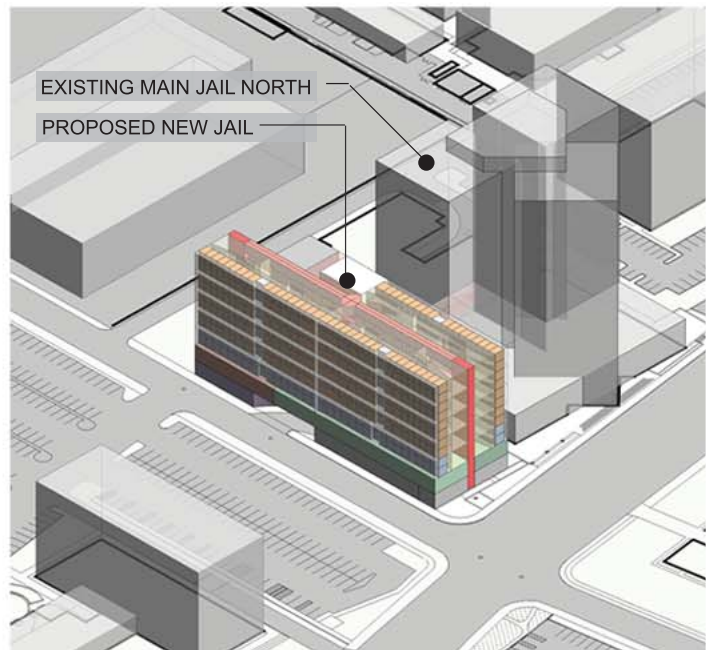




PERSPECTIVE VIEW FROM NORTHWEST



SOUTHWEST AXONOMETRIC



NORTHWEST AXONOMETRIC

Attachment: DRAFT application (77671 : New Jail Facility with Mental Health Program and Treatment Space)



OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770
(408) 299-5900
(408) 292-7240 (FAX)



Orry P. Korb
COUNTY COUNSEL

Winifred Botha
Danny Y. Chou
Robert M. Coelho
Steve Mitra
ASSISTANT COUNTY COUNSEL

July 27, 2015

Board of Supervisors
County of Santa Clara
70 W. Hedding Street, 10th Floor
San José, CA 95110

Re: County of Santa Clara
Notice of Determination for the New Main Jail at 150 W. Hedding Street, San
José, California

Honorable Board of Supervisors:

On June 9, 2015, the Board of Supervisors ("Board") for the County of Santa Clara approved a resolution adopting a Mitigated Negative Declaration and Mitigation and Monitoring and Reporting Program and making related findings in accordance with the California Environmental Quality Act for the New Main Jail at 150 W. Hedding Street, San José ("Project"). Pursuant to Public Resources Code section 21152, the County filed a Notice of Determination with the Clerk-Recorder's Office for the Project on June 9, 2015; the Notice of Determination was posted on that same day and remained posted for a period of 30 days (through July 9, 2015). The statute of limitations for challenging the Board's action expired on July 9, 2015 and no challenges were filed.

Please contact Deputy County Counsel Elizabeth Pianca at 408-299-5920 if you have any questions or if our office can be of further assistance. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Orry P. Korb", is written over a horizontal line.

ORRY P. KORB
County Counsel

c: Elizabeth G. Pianca, Deputy County Counsel
Tony Filice, Budget & Public Policy Analysis, Office of Budget & Analysis
Edward Hwang, Assistant Civil Engineer, Facilities & Fleet Department



County of Santa Clara
Office of the County Executive

78189

DATE: September 29, 2015

TO: Board of Supervisors

FROM: Gary A. Graves, Chief Operating Officer

SUBJECT: New Jail Facility with Mental Health Program and Treatment Space

RECOMMENDED ACTION

Adopt Resolution authorizing the application for Senate Bill 863 Jail Construction Financing. (Roll Call Vote)

FISCAL IMPLICATIONS

If the State approves the County's application and agrees to provide \$80 million in funding to replace Main Jail South, the Administration will return to the Board of Supervisors for approval of work with the Finance Agency to issue lease-revenue bonds to have financing available to fund the construction of the new facility. Initially, the County would be responsible for funding the entire facility, although the County will receive reimbursement from the State for \$80 million.

REASONS FOR RECOMMENDATION

On August 11, 2015, the Board of Supervisors adopted a Resolution authorizing the application for Senate Bill (SB) 863 Jail Construction Financing and approved a draft application as well. Delegation of authority to the Chief Operating Officer, or designee, was approved to allow for the County's proposal for funding under SB 863 to be submitted, along with an ability to sign all related project documents in support of the proposal, and sign the Grant Agreement with the Board of State and Community Corrections and the State Public Works Board including any amendments thereof. The County submitted the application on August 28, 2015 for SB 863 Jail Construction Financing.

Earlier this month, we have heard back from the State's Board of State and Community Corrections (BSCC) that a technical correction was needed in the form of an amended Board resolution that clarified the County's funding commitments. The amended Board resolution includes the matching contribution that was appropriated as part of the FY 2016 Capital Budget with \$8 million for design of the proposed facility. The resolution also includes that the County plans to fund the construction of the remainder of the facility upon conditional award of State financing and contingent upon County financing approval.

BSCC has requested that this amended resolution be returned to them before October 2, 2015 to ensure that the County's application remains under consideration for SB 863 funding.

CHILD IMPACT

The recommended action will have no/neutral impact on children or youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

If these actions are not approved, the County will not apply for State jail construction funding and will continue operating antiquated facilities without adequate programming space.

STEPS FOLLOWING APPROVAL

The Clerk of the Board is requested to return 2 certified signed copies of the resolution to Tony Filice in the Office of the County Executive by September 30, 2015 Board meeting so that the County will be able to submit the resolutions to the State to meet a State deadline.

LINKS:

- [Linked To: 76620 : 76620](#)
- [Linked To: 77671 : 77671](#)

ATTACHMENTS:

- [September 2015 revised Board Resolution \(PDF\)](#)

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AUTHORIZING THE APPLICATION FOR SB
863 JAIL CONSTRUCTION FINANCING**

WHEREAS, on June 20, 2014 the Governor signed Senate Bill (SB) 863 into law authorizing \$500 million in jail construction funding to be offered through a competitive grant program administered by the Board of State and Community Corrections (BSCC); and

WHEREAS, the mission of the County of Santa Clara is committed to providing a safe and nurturing environment to all offenders housed in its county jail; and

WHEREAS, the Sheriff of Santa Clara County and the Chief of the Department of Correction are responsible for maintaining the appropriate levels of protection, supervision and custody consistent with the established public safety and legal mandates; and

WHEREAS, due to Realignment, inmates are being housed in local jails for longer periods of times resulting in an increase in the level of medical and mental care needed and an increase in the number of maximum security beds required to safely and properly house and support rehabilitating offenders of all levels; and

WHEREAS, in January 2015 the County's consultant, MGT of America submitted its jail assessment recommending significant improvements to the jail's physical plant to address the increase in the population and the impact the aging inmate population will have on the existing facilities over the next thirty years; and

WHEREAS, the County of Santa Clara, the Sheriff and the Chief recognize the need to address the issues raised in the MGT report and intend to make much needed physical improvements to the County's oldest facility, the maximum security facility known as Main Jail South located at 180 West Hedding Street, San Jose, California 95110; and

WHEREAS, the proposed improvements involve the demolition of the existing fifty-eight (58) year old building and the construction of a new seven story fully enclosed Adult Local Criminal Justice Facility (ALCJF) that would be adjacent to and integrated with the County's existing Main Jail North facility as depicted on the sketch plan attached hereto as **Figure 1**; and

WHEREAS, this Board recognizes the imminent need to design, construct and occupy a new ALCJF that houses the County's medium/high-medium security risk inmates and provides necessary programming space to assist with rehabilitation and to reduce recidivism, new housing units that would be in compliance with modern Title 24 design standards as well as an updated custodial mental health facility that addresses all of the needs of both the maximum security inmates and all male and female inmates with serious mental health issues; and

WHEREAS, the County is applying for SB 863 jail construction funding; and

NOW THEREFORE, BE IT RESOLVED that the Santa Clara County Board of Supervisors hereby:

1. Names Roger Soohoo as the County Construction Administrator, Andy Walker as the Project Financial Officer; and Edward Hwang as the Project Contact Person; and
2. Approves the forms of the project documents deemed necessary, as identified by the State Public Works Board to the Board of State and Community Corrections, to effectuate the financing authorized by the legislation; and
3. The Chief Operating Officer, or designee, is authorized, on behalf of the Board of Supervisors to submit the proposal for funding under SB 863, and sign the Grant Agreement with the BSCC and State Public Works Board (SPWB), including any amendments thereof, on behalf of the County; and
4. Confirms that the County will adhere to state requirements and terms of agreements between the County, the CDCR, the BSCC and SPWB in the expenditure of any state financing allocation and County matching funds; and
5. Confirms the County has allocated \$8 million in matching funds as part of a FY 2016 capital project dedicated to the design of the proposed jail facility and that these matching funds are compatible with lease revenue bond financing. The County assures that these matching funds shall not be replaced by funds otherwise dedicated for construction activities and that the County plans to fund the construction of the facility upon receipt of a conditional award of State financing and contingent upon County financing approval; and
6. Agrees to safely staff and operate the facility that will be constructed consistent with the provisions of Title 15 of the California Code of Regulations within ninety (90) days after the construction project is completed; and
7. Certifies that at the time of application or no later than ninety (90) days following receipt of BSCC's notice of Intent to Award: (1) assurance that the County has or will have fee simple ownership of the site where the facility will be constructed and the right of access to the Project site including the undisturbed use and possession of the site and (2) will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site or facility subject to construction, or lease the facility for operation to other entities, without the express permission and instructions from BSCC, for so long as SPWB lease revenue bonds secured by the financed Project remain outstanding.

8. The County attests to \$ 440,000 as the approximate current fair market land value for the proposed facility. The County intends to claim this amount as in-kind match for State funds.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____, 2015, by the following vote:

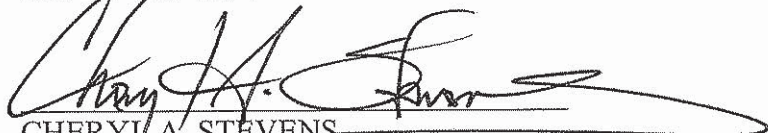
AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors
ABSTAIN:	Supervisors

DAVE CORTESE, President
Board of Supervisors

ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



CHERYL A. STEVENS
Deputy County Counsel

Exhibits to this Resolution:

- A – BSCC, Senate Bill 863 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Form
- B.—Figure 1



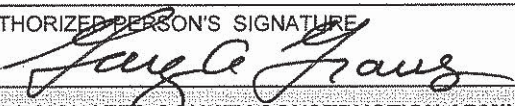
SENATE BILL 863, ADULT LOCAL CRIMINAL JUSTICE FACILITIES CONSTRUCTION FINANCING PROGRAM PROPOSAL FORM

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SECTION 1: PROJECT INFORMATION

A. APPLICANT INFORMATION AND PROPOSAL TYPE				
COUNTY NAME County of Santa Clara		STATE FINANCING REQUESTED \$ 80,000,000.00		
SMALL COUNTY (200,000 and UNDER GENERAL COUNTY POPULATION) <input type="checkbox"/>	MEDIUM COUNTY (200,001 - 700,000 GENERAL COUNTY POPULATION) <input type="checkbox"/>	LARGE COUNTY (700,001 + GENERAL COUNTY POPULATION) <input checked="" type="checkbox"/>		
TYPE OF PROPOSAL – INDIVIDUAL COUNTY FACILITY /REGIONAL FACILITY PLEASE CHECK ONE (ONLY):				
INDIVIDUAL COUNTY FACILITY <input checked="" type="checkbox"/>		REGIONAL FACILITY <input type="checkbox"/>		
B: BRIEF PROJECT DESCRIPTION				
FACILITY NAME County of Santa Clara Main Jail East				
PROJECT DESCRIPTION Mental Health Housing, Re-Entry Services, with Program and Treatment Space for Sentenced & Pre-Sentenced Local Offenders				
STREET ADDRESS 150 W. Hedding Street				
CITY San Jose		STATE CA	ZIP CODE 95110	
C. SCOPE OF WORK – INDICATE FACILITY TYPE <u>AND</u> CHECK ALL BOXES THAT APPLY.				
FACILITY TYPE (II, III or IV) Type II	<input checked="" type="checkbox"/> NEW STAND-ALONE FACILITY	<input type="checkbox"/> RENOVATION/ REMODELING	<input type="checkbox"/> CONSTRUCTING BEDS OR OTHER SPACE AT EXISTING FACILITY	
D. BEDS CONSTRUCTED – Provide the number of BSCC-rated beds and non-rated special use beds that will be subject to construction as a result of the project, <u>whether remodel/renovation or new construction.</u>				
	A. MINIMUM SECURITY BEDS	B. MEDIUM SECURITY BEDS	C. MAXIMUM SECURITY BEDS	D. SPECIAL USE BEDS
Number of beds constructed	N/A	710	N/A	105
TOTAL BEDS (A+B+C+D)	815 (Represents an increase of 18 rated beds).			

Attachment: September 2015 revised Board Resolution (78189 : New Jail Facility with Mental Health Program and Treatment Space)

E. APPLICANT'S AGREEMENT				
By signing this application, the authorized person assures that: a) the County will abide by the laws, regulations, policies, and procedures governing this financing program; and, b) certifies that the information contained in this proposal form, budget, narrative, and attachments is true and correct to the best of his/her knowledge.				
PERSON AUTHORIZED TO SIGN AGREEMENT				
NAME	Gary Graves		TITLE	Chief Operating Officer
AUTHORIZED PERSON'S SIGNATURE			DATE	8/20/15
F. DESIGNATED COUNTY CONSTRUCTION ADMINISTRATOR				
This person shall be responsible to oversee construction and administer the state/county agreements. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)				
COUNTY CONSTRUCTION ADMINISTRATOR				
NAME	Roger Soohoo		TITLE	Deputy Director, Facilities and Fleet Dept
DEPARTMENT	Facilities and Fleet Department		TELEPHONE NUMBER	408-993-4716
STREET ADDRESS				
2310 North First Street, Suite 200				
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
San Jose	CA	95131	roger.soofoo@faf.sccgov.org	
G. DESIGNATED PROJECT FINANCIAL OFFICER				
This person is responsible for all financial and accounting project related activities. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)				
PROJECT FINANCIAL OFFICER				
NAME	Andy Walker		TITLE	Department Fiscal Officer, Facilities & Fleet
DEPARTMENT	Facilities and Fleet Department		TELEPHONE NUMBER	408-993-4636
STREET ADDRESS				
2310 North First Street, Suite 200				
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
San Jose	CA	95131	andy.walker@faf.sccgov.org	
H. DESIGNATED PROJECT CONTACT PERSON				
This person is responsible for project coordination and day-to-day liaison work with the BSCC. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)				
PROJECT CONTACT PERSON				
NAME	Edward Hwang		TITLE	Capital Projects Manager, Facilities & Fleet
DEPARTMENT	Facilities and Fleet Department		TELEPHONE NUMBER	408-993-4631
STREET ADDRESS				
2310 North First Street, Suite 200				
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
San Jose	CA	95131	edward.hwang@faf.sccgov.org	

SECTION 2: BUDGET SUMMARY

Budget Summary Instructions

Definitions of total project costs for purposes of this program (state reimbursed, county cash contribution, and county in-kind contribution) can be found in the “Budget Considerations” page 22 of the Senate Bill (SB) 863, Construction of Adult Local Criminal Justice Facilities (ALCJF’s) Request for Proposals (RFP). The county cash and in-kind contributions are collectively the county contribution. Those defined costs in the RFP shall be the guide for accurately completing this budget summary section.

In the Budget Summary Table that follows in part D of this section, indicate the amount of state financing requested and the amount of cash and/or in-kind contributions allotted to each budget line-item, in total defining the total project costs. It is necessary to fully include each eligible project cost for state-reimbursed, county cash, and county in-kind contribution amounts.

The in-kind contribution line items represent only county staff salaries and benefits, needs assessment costs, transition planning costs and/or current fair market value of land. An appraisal of land value will only be required after conditional award and only if land value is included as part of the county’s contribution.

The total amount of state financing requested cannot exceed 90 percent of the total project costs. The county contribution must be a minimum of 10 percent of the total project costs (unless the applicant is a small county petitioning for a reduction in the county contribution amount). County contributions can be any combination of cash or in-kind project costs. Small counties requesting a reduction in county contribution must state so in part A of this section. The County contribution must include all costs directly related to the project necessary to complete the design and construction of the proposed project, except for those eligible costs for which state reimbursement is being requested.

State financing limits (maximums) for all county proposals are as follows. For proposed regional ALCJF’s, the size of the lead county determines the maximum amount of funds to be requested for the entire project:

- **\$80,000,000** for large counties;
- **\$40,000,000** for medium counties; and,
- **\$20,000,000** for small counties.

A. Under 200,000 Population County Petition for Reduction in Contribution

Counties with a population below 200,000 may petition the Board of State and Community Corrections (BSCC) for a reduction in its county contribution. This proposal document will serve as the petition and the BSCC Board's acceptance of the county's contribution reduction, provided the county abides by all terms and conditions of this SB 863 RFP and Proposal process and receives a conditional award. The county (below 200,000 population) may request to reduce the required match to an amount not less than the total non-state reimbursable projects cost as defined in Title 15, Division 1, Chapter 1, Subchapter 6, Construction Financing Program section 1712.3. If requesting a reduction in match contribution, check the box below to indicate the county's petition.

By checking this box the county hereby petitions for a contribution reduction request as reflected in the proposal budget.

B. Readiness to Proceed Preference

In order to attest that the county is seeking the readiness to proceed with the proposed project, the county included a Board of Supervisors' resolution doing the following: 1) identifying and authorizing an adequate amount of available matching funds to satisfy the counties' contribution, 2) approving the forms of the project documents deemed necessary, as identified by the board to the BSCC, to effectuate the financing authorized in SB 863 3) and authorizing the appropriate signatory or signatories to execute those documents at the appropriate times. The identified matching funds in the resolution shall be compatible with the state's lease revenue bond financing. Additionally see Section 6 "Board of Supervisors' Resolution" for further instructions.

This proposal includes a Board of Supervisors' Resolution that is attached and includes language that assures funding is available and compatible with state's lease revenue bond financing. See below for the description of compatible funds.

County Cash Contribution Funds Are Legal and Authorized. The payment of the county cash contribution funds for the proposed adult local criminal justice facility project (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.

No Prior Pledge. The county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the

Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.

Authorization to Proceed with the Project. The Project proposed in the County's SB 863 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 863 Financing Program.

C. California Environmental Quality Act (CEQA) compliance

Has the county completed the CEQA compliance for the project site?

- Yes. If so, include documentation evidencing the completion (preference points).**
- No. If no, describe the status of the CEQA certification.**

D. Budget Summary Table (Report to Nearest \$1,000)

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL
1. Construction	\$ 80,000,000.00	\$132,858,000.00		\$ 212,858,000.00
2. Additional Eligible Costs*	\$ 0.00	\$ 17,029,000.00		\$ 17,029,000.00
3. Architectural	\$ 0.00	\$ 21,286,000.00		\$ 21,286,000.00
4. Project/Construction Management	\$ 0.00	\$ 6,386,000.00		\$ 6,386,000.00
5. CEQA	\$ 0.00	\$58,000.00		\$58,000.00
6. State Agency Fees**	\$ 0.00	\$ 141,000.00		\$ 141,000.00
7. Audit		\$ 50,000.00	\$ 0.00	\$ 50,000.00
8. Needs Assessment		\$ 282,000.00	\$ 0.00	\$ 282,000.00
9. Transition Planning		\$ 0.00	\$ 0.00	\$ 0.00
10. County Administration			\$ 0.00	\$ 0.00
11. Land Value			\$ 0.00	\$ 0.00
TOTAL PROJECT COSTS	\$ 80,000,000.00	\$178,090,000.00	\$ 0.00	\$ 258,090,000.00
PERCENT OF TOTAL	31.00%	69.00 %	0.00 %	100.00 %

* Additional Eligible Costs: This line item is limited to specified fees and moveable equipment and moveable furnishings (eligible for state reimbursement or cash contribution), and public art (eligible for cash contribution only)

** For State Agency Fees: State reimbursable costs include Real Estate Due Diligence only. State Fire Marshal fees may only be claimed as cash match.

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution (match) line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state financing and the county contribution dollar amounts have been determined and calculated (be specific).

1. Construction (includes fixed equipment and furnishings) (state reimbursement/cash match): The estimated construction cost is \$212,858,000, which includes escalation to 2019. The County is requesting the state to contribute the maximum award amount for

this grant, \$80,000,000. The County's contribution will be the difference, \$132,858,000. The cost estimate was prepared by a professional cost estimating firm and verified by comparing to other recent jail projects in the state.

2. Additional Eligible Costs (specified allowable fees, moveable equipment and furnishings, and public art)

a) Define each allowable fee types and the cost of each: Cost included are for consultants to produce an Architectural Program Statement that includes the following: a program statement, engineering analysis, facility condition assessment, space planning, and proposed massing diagrams. Additionally, consultants produced operational narrative, assisted in developing staffing plan, and assisted in developing Evidence-Based Principle curriculum.

b) Moveable equipment and moveable furnishings total amount: Moveable equipment and furnishing cost is estimated to be 8 percent of the construction cost, \$17,029,000. The County is not seeking state reimbursement.

c) Public art total amount: \$0.00

3. Architectural (state reimbursement/cash match): a) Describe the county's current stage in the architectural process: Architectural cost is estimated to be 10 percent of the construction cost, \$21,286,000. The County has completed the programming phase, including conceptual and perspective drawings. The County will fund the following phases: schematic design, design development, construction documents, construction bid and award, and construction support, and contract close out. The County is not seeking state reimbursement.

b) Given the approval requirements of the State Public Works Board (SPWB) and associated state reimbursement parameters (see "State Lease Revenue Bond Financing" section in the RFP), define which portions/phases of the architectural services the county intends to seek state dollar reimbursement: The County is self-funding 100 percent of the architectural service costs; The County is not seeking state reimbursement.

c) Define the budgeted amount for what is described in b) above: The County is planning to incur 100 percent of this cost. The County is not seeking state reimbursement.

d) Define which portion/phases of the architectural services the county intends to cover with county contribution dollars: The County plans to incur 100 percent of the cost for architectural services; this cost includes design and engineering fees. The County is not seeking state reimbursement.

e) Define the budgeted amount for what is described in d) above: Cost includes design and engineering fees defined as, but not limited to, the following: geotechnical analysis, soils report, land use studies, and design/engineering contingencies.

4. Project/Construction Management - Describe which portions/phases of the construction management services the county intends to claim as:

a) Cash: Construction Management cost is estimated to be 3 percent of the construction cost, \$6,386,000. The County will fund for the construction management and administration, and close out of the project. The County is not seeking state reimbursement.

b) In-Kind: N/A

5. CEQA – may be state reimbursement (consultant or contractor) or cash match:

CEQA has been completed and a mitigated negative declaration approved by the County prior to the establishment of the project by the Board. A historical survey was performed by a contractor in support of the CEQA for the amount of \$58,000. The County performed the CEQA in-house, and the in-kind contribution was \$12,000. The County is not seeking state reimbursement.

6. State Agency Fees – Counties should consider approximate costs for the SFM review which may be county cash contribution (match). The estimated cost for state agency fees is \$141,000. Per the bidder's conference, state fire marshal fees average approximately \$125,000. \$16,000 is required for the real estate due diligence per the RFP. The County is not seeking state reimbursement.

7. Audit of Grant - Define whether the county is intending to use independent county auditor (in-kind) or services of contracted auditor (cash) and amount budgeted: Audit estimated cost is \$50,000. The County will be contracting a Certified Public Accountant to complete and prepare the financial audit as required by the funding guidelines. The County is not claiming in-kind match for the audit.

8. Needs Assessment - Define work performed by county staff (in-kind), define hired contracted staff services specifically for the development of the needs assessment (cash match): The Needs Assessment was done by an independent contractor, MGT of America, for \$282,000. The County is not claiming in-kind match for the Needs Assessment.

9. Transition Planning – Define work performed by county staff (in-kind), define the staff hired specifically for the proposed project (cash match): The County is not claiming in-kind match for transition planning.

10. County Administration – Define the county staff salaries/benefits directly associated with the proposed project: The County is not claiming in-kind match for County administration.

11. Site Acquisition - Describe the cost or current fair market value (in-kind): The County is not claiming in-kind match for land value.

SECTION 3: PROJECT TIMETABLE

Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator) to ensure that dates are achievable. Please consult the “State Public Works Board (State Capital Outlay Process)/Board of State and Community Corrections Processes and Requirements” section, page 30 of the RFP for further information. Complete the table below indicating start and completion dates for each key event, including comments if desired. Note the required time frames for specific milestone activities in this process. The BSCC Board intends to make conditional awards at its November 2015 board meeting.

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Site assurance/comparable long-term possession <u>within 90 days of award</u>	11/13/2015	02/11/2016	Site on existing jail property
Real estate due diligence package submitted <u>within 120 days of award</u>	11/13/2015	02/01/2016	Property appraisal underway
SPWB meeting – Project established <u>within 18 months of award</u>	02/26/2016	02/26/2016	
Schematic Design with Operational Program Statement <u>within 24 months of award</u> (design-bid-build projects)	02/16/2016	05/13/2016	
Performance criteria with Operational Program Statement <u>within 30 months of award</u> (design-build projects)	N/A	N/A	N/A – project is design-bid-build
Design Development (preliminary drawings) with Staffing Plan	06/13/2016	09/16/2016	
Staffing/Operating Cost Analysis approved by the Board of Supervisors	10/17/2016	04/14/2017	
Construction Documents (working drawings)	10/17/2016	04/14/2017	
Construction Bids or Design-Build Solicitation	05/15/2017	08/18/2017	
Notice to Proceed <u>within 42 months of award</u>	08/21/2017	09/01/2017	
Construction (maximum three years to complete)	09/05/2017	09/06/2019	
Staffing/Occupancy <u>within 90 days of completion</u>	09/09/2019	12/08/2019	

Attachment: September 2015 revised Board Resolution (78189 : New Jail Facility with Mental Health Program and Treatment Space)

SECTION 4: FACT SHEET

To capture key information from Section 5: Narrative, applicants must complete this Fact Sheet. Minimal information is requested. Narrative information or explanations are not to be included on this Fact Sheet nor as part of the tables in this section. Explanations of what is provided in these tables may be included in the Narrative section of the Proposal Form. Proposal narratives may include reference back to one or more of these specific tables (e.g., refer to Table 4 in Section 4 Fact Sheet).

Table 1: Provide the following information

1.	County general population	1,894,605
2.	Number of detention facilities	3
3.	BSCC-rated capacity of jail system (multiple facilities)	4,303
4.	ADP (Secure Detention) of system	4,157
5.	ADP (Alternatives to Detention) of system	696
6.	Percentage felony inmates of system	87.5
7.	Percentage non-sentenced inmates of system	70.0
8.	Arrests per month	6,330
9.	Bookings per month of system	4,047
10.	“Lack of Space” releases per month	0

Table 2: Provide the name, BSCC-rated capacity (RC) and ADP of the adult detention facilities (type II, III, and IV) in your jurisdiction (county)

	Facility Name	RC	ADP
1.	Santa Clara County Main Jail	1,353	1,472
2.	Elmwood Complex - Men's Facility	2,316	2,199
3.	Elmwood Complex - Women's Facility	634	582
4.			
5.			
6.			
7.			
8.			

Table 3: List the current offender programming in place and the ADP in each program

Pre-Trial Program		ADP
1.	3Rs Curriculum - Substance Abuse, Anger Mgmt, Criminal Thinking Errors, Conflict Resolution, Re-entry	724
2.	GED Preparation, English as a second language & Individualized Journaling	216
3.	Parenting, Life Skills & Career Exploration	178
4.	Trauma Recovery & Enneagram Self Awareness Workshop	85
5.	Dialectical Behavior Therapy & Stress Reduction with Meditation	32
6.	Computers, Art, & Job Readiness	195
Sentences Offender Program		ADP
1.	3Rs Curriculum - Substance Abuse, Anger Mgmt, Criminal Thinking Errors, Conflict Resolution, Re-entry	296
2.	GED Preparation, English as a second language & Individualized Journaling	88
3.	Parenting, Life Skills & Career Exploration	72
4.	Trauma Recovery & Enneagram Self Awareness Workshop	35
5.	Dialectical Behavior Therapy & Stress Reduction with Meditation	13
6.	Computers, Art, & Job Readiness	79

Table 4: List of the offender assessments used for determining programming

Assessment tools		Assessments per Month
1.	Virginia Pretrial Risk Assessment Instruments (VPRAI)	1,500
2.	Correctional Assessment Intervention System (CAIS)	462
3.		
4.		
5.		
6.		

SECTION 5: NARRATIVE

1. Statement of Need: What are the safety, efficiency, and offender programming and/or treatment needs addressed by this construction proposal? Please cite findings from the needs assessment (through 2019) submitted with this proposal.

Brief Background Information: The County of Santa Clara (County) Sheriff's Office/Department of Correction (SO/DOC) currently operates three Type II jails:

- Main Jail Complex: Comprised of two facilities, the Main Jail South (MJS) built in 1956 and Main Jail North (MJN) built in 1988; BSCC-rated capacity of 1,353
- Elmwood Complex: Men's Facility; BSCC-rated capacity of 2,316
- Elmwood Complex: Women's Facility; BSCC-rated capacity of 634

All three jails total 4,303 BSCC-rated beds and are staffed by sworn and non-sworn SO/DOC staff.

A. Consistency of Need with SB863 Intent. The County of Santa Clara has a significant need to replace jail facility capacity that is outmoded, overcrowded, difficult to supervise, and severely restricts staff opportunity to provide effective rehabilitative programming as well as mental health treatment, two primary deterrents to reoffenses. Therefore, the SO/DOC proposes to replace 468 BSCC-rated beds that are "compacted, outdated and unsafe," otherwise known as "bad beds." Medium and high-medium security offenders at the antiquated MJS facility as well as W-1 building at the Elmwood Women's Facility will be moved to the proposed facility which will be constructed in accordance with best evidence for effective correctional facilities' design based on research and experience. It will improve safety by replacing intermittent observation with visibility of housing areas from fixed posts. It will eliminate outdated and poorly functioning

infrastructure, facilitate the provision of programs, provide recreational space, and significantly expand visitation opportunities. Recreation and visitation have been shown to alleviate idleness, positively influence offender behavior, strengthen family support, and reduce recidivism.

More specifically, the County will (1) replace the medium security beds at MJN with maximum security beds for which the County lacks capacity, (2) house medium and high-medium security offenders, both men and women, in the proposed new and safe facility, (3) in so doing, also add sorely lacking programming and treatment space at the proposed facility that is necessary to implement the operational, program and service components that will enable the County to achieve its goals for rehabilitation and reduced recidivism, (4) as part of this expansion, significantly increase and improve the treatment options for the large number of mentally ill offenders whose recovery currently is hampered by lack of space for optimal treatment services, (5) provide space for use by County and community staff to develop transition and reentry plans, and (6) significantly increased visitation opportunities.

The SO/DOC operates the 5th largest jail system in California, with more than 65,000 arrestees booked into the system annually. For many years, the County has worked to implement the best possible programs within the constraints of nearly 60-year-old main jail facility and women's facilities. A sizeable disparity in program participation between the classifications, and an inability to provide treatment and learning opportunities to many of those who need it most, is due to the lack of room as well as the physical constraints presented by the antiquated building designs of MJS and the W-1 building at the Elmwood Women's Facility.

The current demand for both male and female beds for offenders requiring varying

levels of mental health observation, care, and treatment also cannot be fully met by the existing number of designated beds. As a result of the current shortage, medical and custody staff is constantly moving offenders out of special needs housing units into general population housing units to make room for those with more serious behaviors and more acute diagnoses. Meeting this demand is a high priority in planning for new jail beds.

In addition, both male and female offenders with higher levels of mental health treatment needs or observation requirements are housed on the 8th floor of MJN in a 43-bed, single cell unit (8A). Currently, there are as many as another 592 male offenders with a need for special management housing separate and apart from the other male offenders, and as many as 149 female offenders have been identified as needing housing in special management housing units.

Because the majority of programs for all offenders are delivered in the housing units, program attendance is determined by housing assignment made by classification staff. The housing assignment is generally based on the offender's custody classification and not by level of programming need. As a result, offenders assigned to a specific housing unit area may have the same level of custody classification but could have many different levels of program needs and differing levels in their risk to reoffend.

Many studies¹ have shown that placing offenders with low-risk to reoffend in intensive programming with offenders with higher risk to reoffend has a negative impact on low-risk offenders by increasing their likelihood of reoffending. Therefore, many of the offenders participating in these programs are gaining little if any benefit from participating, and may,

¹ Lowenkamp and Latessa, (2004). Understanding the Risk Principle: How and Why Correctional Interventions Can Harm Low-Risk Offenders, Hanley, D. (2003). Risk differentiation and intensive supervision: A meaningful union? University of Cincinnati, Cincinnati, OH., Bonta, J., Wallace-Capretta, S., & Rooney, J. (2000). A quasi-experimental evaluation of an intensive rehabilitation supervision program. *Criminal Justice and Behavior*, 27(3), 312-329.

in some cases, actually be producing negative outcomes after they are released to the community.

Since the passage of Assembly Bill 109 (AB 109), the Public Safety Realignment Act (Realignment) that was signed into law in 2011, the necessity has become urgent for additional classroom space, one-on-one interview space, space for small groups and multi-purpose group rooms that can accommodate a wide variety of programmatic functions. Placing offenders in a program among others with different levels of risk to reoffend just because they have the same classification level is in direct contradiction to research on the relationship between offender risk and offender needs which has demonstrated the greatest benefit is achieved when program resources are targeted on high-risk/high-need offenders, and the least benefit is realized when targeting offenders in the low-risk/low-need category.²

This finding was confirmed by the results of a report commissioned by the SO/DOC³ which substantiated that participation in treatment programs led to reductions in rearrests and reconvictions at 6, 12, and 24 months and in fewer reincarcerations at 6 and 12 months. The greatest effect from treatment occurred with medium and high-risk offenders while the least effect occurred with low-risk offenders. Thus, many for whom education and training would be most beneficial have been excluded from participation.

The Santa Clara County Women's Advocacy Initiative conducted a survey of females in W-1 and found that 83% of female offender survey respondents were repeat offenders, with 46% of these reporting having been in jail five times or more—strongly attesting to

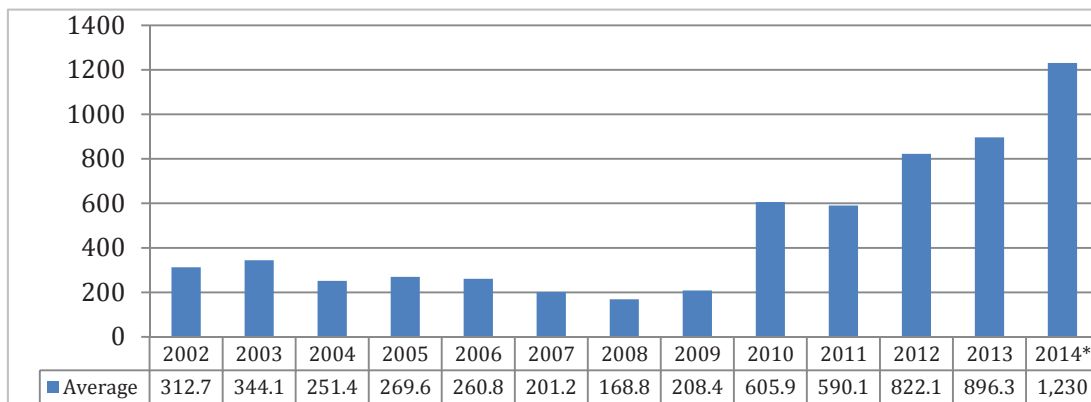
² Final Report, Department of Correction Needs Assessment/Facilities Study, December 2014, MGT of America, Inc.

³ Recidivism Study of the Santa Clara County Department of Corrections Inmate Programs – Final Report, submitted by Huskey & Associates in association with University of Cincinnati Center for Criminal Justice Research, January 31, 2012.

the need for more effective reentry services and supports. Nearly a third of respondents (32%) reported their involvement with the criminal justice system began as juveniles, and 38% reported one or both parents had a history of incarceration.

Also, as mentioned, special management offenders would significantly benefit from a specific mental health unit with individualized attention and access to the type of care that is most needed to prepare them for reentry into the community. The average number of mental health cases open on the last day of the month has grown dramatically. While it remained low from 2002 (312.7) through 2009 (208.4), it jumped in 2010 to 605.9. Moreover, the average number of mental health cases open on the last day of the month has increased each year since then, and 200 offenders are on a waiting list for special management beds.

Figure 1. Mental Health Cases Open on Last Day of the Month, CY 2002 – 2014*



Source: California Board of Corrections, Jail Population Survey * 2014 includes only January through May data

As an illustration of the magnitude of the impact of mental illness on the jail facilities, last fiscal year Santa Clara County’s Custody Mental Health staff responded at the jail to 28,714 crisis referrals; psychiatrists and nurse practitioners provided 7,499 visits to offenders; and 1,122 offenders were admitted to the custody acute psychiatric facility. Custody Mental Health staff reports that the mental health population in the Santa Clara

County jails increased by more than 25% in the first half of FY 2013 alone and continues to grow. This very substantial increase has exacerbated the jail management challenge of ensuring all mentally ill offenders are housed appropriately in order to minimize the risk of harm to themselves and others.

Between 18% and 20% (830 to 930 offenders) are receiving psychiatric medications at any one time. The Special Management beds within the Main Jail facility have periodically been exhausted, necessitating the opening of unused housing areas for mentally fragile offenders. In addition, a large percentage of custody mental health clients (76%) have a co-occurring substance abuse disorder. A recent analysis conducted by Custody Health Services indicated that more than 50% of our average daily population has been diagnosed with either a serious mental illness (SMI) or a behavioral health diagnosis (BHD). While in the general population, SMI and BHD offenders receive out-patient care on an as needed basis. However, they are not receiving the treatment they truly need due to the lack of mental health treatment bed space and a shortage of mental health staff. As a result of the lack of treatment housing, SMI and BHD offenders tend to deteriorate and may ultimately require acute care to stabilize their condition. When deterioration occurs, patients often become suicidal, violent, assaultive or destructive and present a serious threat to facility security.

As stated in the MGT Needs Assessment Report, our experts agree that increasing special management housing with the ability to provide treatment will not only significantly reduce deterioration, but long term treatment in a proper setting will also reduce recidivism as patients will learn to cope with their conditions once out of custody. The County currently has 43 acute care and 190 special management beds for mentally ill

offenders. The newly proposed facility would add an additional 285 special management treatment beds to service this population.

Approximately 15% of women in custody in Santa Clara County received treatment from the SCC Behavioral Health Department prior to their incarceration,⁴ but the remainder was diagnosed for the first time in intake and assessment. This is notable for many reasons, including the fact that incarcerated individuals with mental health problems are twice as likely to violate community correctional supervision guidelines as are individuals without mental health issues.⁵ Not surprisingly, based on past and recent local analyses, the “revolving door” between jail and the street is propelled in large part by untreated mental illness and co-occurring substance abuse disorders. Several years ago, a “snapshot” review of offender records showed that 175 offenders who had been diagnosed with serious mental illness and housed in the Main Jail facility represented 1,159 incarcerations.

In summary, the proposed facility will be designed to replace outdated “bad beds” with beds that are less compacted and designed to facilitate improved supervision and safety. The new beds will have adjacent program and treatment space, enhancing the opportunity for rehabilitation. At the same time, it will increase the amount of special management housing and, in so doing, it will provide a proper setting for longer-term mental health treatment that will significantly reduce deterioration of the offender and reduce recidivism as patients learn to better cope with their conditions. Approximately 200 mentally ill offenders, currently housed in the general population, will be housed in mental

⁴ 2011-2012 Santa Clara County Civil Grand Jury Report: Custody or Rehabilitation? The County’s Approach to Women Inmates at Elmwood

⁵ Prins, S. J., & Draper, L. (2009). Improving outcomes for people with mental illnesses under community corrections supervision: A guide to research-informed policy and practice. Retrieved from <http://consensusprogram.org/downloads/community.corrections.research.guide.pdf>

health housing, also known as special management beds, in the proposed facility.

A significant improvement over the MJS, the proposed facility will provide for a major expansion in visitation and there are plans underway for visitation using video technologies. Currently, visitations at the MJS are limited to two days per week due to the physical complaints of the building. This is in contrast to ample research on the critical role of social support in helping offenders make the transition successfully from prison to the community and, as the Children's Justice Alliance emphasizes, to the successful reunification of offenders with their children and families.

Supporting this, a 2011 Minnesota Department of Corrections study examined the effects of prison visitation on reconviction rates among 16,420 offenders released from Minnesota prisons between 2003 and 2007. It found that offenders who were visited were 13% less likely to be convicted of a felony in the future and 25% less likely to return to prison for a technical violation. A very recent 50-state survey found that visitation policies positively impact recidivism, prisoners and their families' quality of life, public safety, and prison security, transparency, and accountability.⁶

B. Need for State Financing. The County has not previously applied for or been awarded AB 900 or SB 1022 funding. Instead, the County has used the time since implementation of AB 109 to assess the changes in the jail population, carefully evaluate the needs of those in custody and understand how to best move forward in a post-Realignment era. The County has invested extensively in a comprehensive reentry program while working diligently to extend the life of its 1950's-era jail. However, as stated previously, the existing space for programming in MJS and W-1 is beyond limited, it is

⁶ Yale Law and Policy Review: Chesa Boudin, Trevor Stutz & Aaron Littman, "Prison Visitation Policies: A Fifty State Survey," 32 Yale L. & Policy Review, January 2014

substantially unavailable, and it should be noted that MJN and Elmwood facility medium security housing units do offer program classes in the day room areas as there are no actual classrooms in these housing units, which are other important reasons for the request for SB 863 funding for the proposed facility.

The State funding is a crucial component. Without the SBS 863 award, alternatives may have to include either the inability to proceed with this critically needed construction project or the necessity of scaling back the proposed facility to an extent that it would not fully meet the identified safety, health and recidivism-reducing programmatic needs.

C. Further Evidence Supporting the Need. The SO/DOC Needs Assessment, completed in December 2014, contains a thorough description of the County's jail facilities, the various program and operational elements of the system, and the SO/DOC's philosophies on jail operations and design. The Needs Assessment contains descriptions of the current offender population, the classification system used by the SO/DOC, an examination of programming needs and alternatives to detention, an analysis of local trends that have affected (or are expected to affect) the need for jail beds in the County, and a projection of future bed needs.

The Needs Assessment notes that the impact of Realignment was an ever-present factor in nearly every aspect of the study. As a result, the current effect of Realignment on the jail's population and its operation was measured and projected into the future.

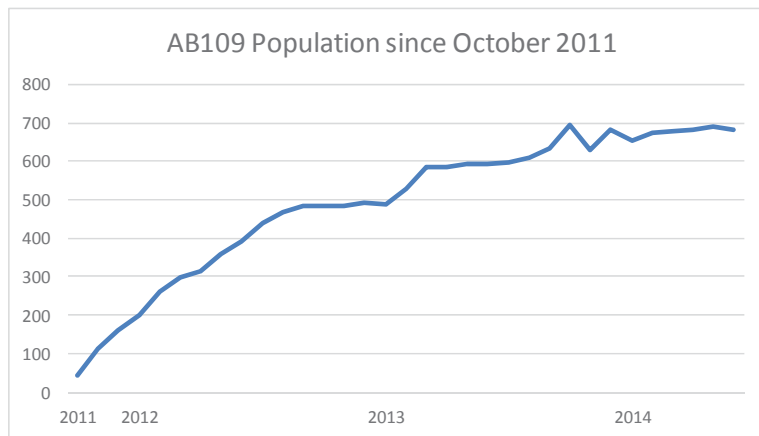
The Needs Assessment reports that the County jail system is operating at a high level, with proper attention being given to ensuring the safe and secure housing of offenders and the provision of services. However, serious deficiencies were found, many of which are attributable to the influx of AB 109 offenders, as highlighted below:

1. The average daily population (ADP) of Santa Clara County's jails rose by 762 since

AB 109 implementation in 2011, primarily due to arrival of AB 109 offenders.

2. The jail population is expected to continue to grow over the next 20 years, reaching an ADP of 4,532 by 2019 and 5,552 by 2034, a 30.7% increase (1,300+) over the 2014 year-to-date ADP. During this same timeframe, the AB 109 population is projected to grow to 921 offenders, a 33.1% increase over the May 2014 level.

Figure 2. Average Daily AB 109 Population, 2011 through May 2014



3. The SO/DOC is projected to have enough beds to manage its total population until 2029; however, it critically lacks beds in some custody/security classifications. The County has a significant deficit of male maximum security beds, and this deficit is projected to increase.

4. The continued operation of the existing MJS was cited as the most serious issue facing the SO/DOC. Designed and constructed as a “first generation jail” (linear configuration, remote supervision, indirect natural light), the MJS reflects jail management principles of the 1950’s and earlier. Those principals embraced deterrence and incapacitation by confining offenders with little, if any, opportunity for rehabilitation. Further, the linear cell configuration produced poor security sight lines and places increased demands on security staff. As it exists, the MJS design is not compatible with current correctional

principles and the SO/DOC's values, which include "to deliver effective rehabilitation programs, activities, and education." Consequently, as part of construction of a new jail, the Needs Assessment recommends that program space be provided adjacent to housing to permit the most effective delivery of programs and services.

5. The Needs Assessment also states that, given the large number of offenders recommended for mental health treatment, the jail system needs additional capacity for mental health housing. The report recommends that additional mental health housing should include adequate space for group therapy and related activities, appropriate mental health staff space, and properly fitted medical exam rooms within the unit.

6. It should be noted that the Needs Assessment recommended construction of a new maximum security facility. However, the County and SO/DOC experts believe it would be more cost-effective and operationally efficient to build a medium and high-medium security facility (the proposed facility) in order to provide a more efficient staffing plan, improve supervision, increase access to mental health treatment, and significantly expand reentry and other programs. The County is currently in the process of modifying space at MJN that will become available by relocation of medium and high-medium offenders from MJN to the proposed facility in order to increase the number of maximum security beds at MJN. The existing direct supervision housing unit configuration at MJN is best suited to serve as a maximum security setting and will increase safety and security for maximum security housing systemwide.

In addition to the Needs Assessment, the County conducted several months of intensive architectural and program planning sessions with large numbers of project stakeholders, including County Administration and Board of Supervisors, Sheriff's Office administrators, custody staff and its Law Enforcement Division, District Attorney's Office, Public Defender's

Office, Probation Department, County Office of Women's Policy, County Jail Observer Program, County medical and mental health administrators, a public interest law firm, labor bargaining unit representatives, architects, planners, community providers and other interested individuals. There was strong agreement that new medium and high-medium security housing should be built in order to allow and offset the closure and demolition of MJS and W-1 and support for the "hardening" of MJN cells which will become the primary maximum security facility for the County.

2. Scope of Work: Describe the areas, if any, of the current facility to be replaced or renovated, and the nature of the renovation, including the number of cells, offices, classrooms or other programming/treatment spaces to be replaced or added and the basic design of the new or renovated units.

A. How the Planned Construction Meets the Need. The County proposes to design and construct a facility for the SO/DOC that will consist of a seven-story, 203,000-square-foot building comprised of 465 cells (105 beds in single-occupancy cells and 710 beds in double-occupancy cells), inclusive of medium and high-medium security housing, mental health housing, and accessible cells, with a total maximum rated capacity of 815 beds plus multi-purpose/programs space, visitation and recreation space, mental health treatment and program space, custody administration space, security operations, staff support, institutional support space, and related mechanical, electrical, and plumbing space. The entire facility will be designed to meet ADA standards. Approximately 285 mentally ill offenders, currently housed in the general population, will be housed in special management beds. Making special management beds available for mentally ill symptomatic offenders will stabilize and decrease symptoms, allowing for more successful participation in treatment and other services.

Thus, the proposed facility will significantly augment the security and treatment capacity of the existing Main Jail facilities at 150 W. Hedding Street in San Jose, California and will allow for the relocation of women from the dilapidated and poorly designed Elmwood W-1 facility. It will eliminate the shortage of maximum security beds by freeing space at the MJN for the conversion of high-medium beds to maximum security beds. It will create modern medium and high-medium beds at the proposed facility. It will improve safety and security, remove physical barriers to the provision of programs and services, and facilitate improved mental health treatment.

The existing complex sits on approximately 3.5 acres of County-owned land. The proposed facility will utilize a portion of the existing site that is available for construction and occupy approximately one acre of land immediately adjacent (east) of the MJN facility. The existing MJS will remain until the transition to the proposed facility is completed. Once the proposed facility is complete, all old MJS beds will be taken offline and will not be used to house offenders. The first floor of MJS will be maintained for administrative staff offices and support functions until new office space can be acquired, after which the County plans to close and demolish the aging MJS building, and, subsequently, demolish the W-1 building at the Elmwood Women's Facility as part of a separate, future project. Please note that State funds will not be used for the demolition of the existing MJS or W-1 buildings.

As stated, the proposed facility will be designed for optimal offender observation using an open, modern floor plan that provides a line of sight into each cell, classroom, interview room, exercise yard, and dayroom from a centrally accessible vantage point. The proposed facility's single-cell design will reduce offender interaction during lockdown periods to reduce tension and the passing of contraband. These modern features will

increase safety and security for offenders and staff.

The proposed facility will solve the need for additional medium and high-medium security beds while the County's current plan to repurpose cells at the MJN facility will respond to the increased need for maximum security housing.

Based on recommendations in the Needs Assessment, the SO/DOC has determined that several housing units throughout the County's jail system will be demolished/taken offline, resulting in the gain of 18 rated beds and the loss of up to 345 operational beds. This is entirely consistent with the County's need for more and better medium, high-medium, and maximum security beds. The County currently has a surplus of minimum security beds.

The proposed facility, which will replace the existing MJS, will provide "better beds" to meet housing and programming that will fill the void for the higher-risk classifications that exist currently at MJS and for better beds for the women in W-1. The SO/DOC plans on using the programming space to implement evidence-based practices for medication management, individual and group therapy, cognitive and dialectical behavioral therapy, reentry groups and more. It is particularly essential that facilities be created to accommodate the needs of the increasing portion of the population diagnosed as needing mental health treatment and monitoring.

Although the SO/DOC has a long history of providing excellent educational, rehabilitation, and vocational programs to offenders housed in the Elmwood Complex, programming has been limited by the lack of classroom space. Dedicated space for this purpose is limited, and when the common areas (dayrooms) in each housing unit are used to conduct programs, those areas become unusable for other activities. Moreover, when programs are being delivered, all offenders assigned to that housing unit must

participate and cannot remain in their cells or on their beds. Another part of the problem is that the Main Jail Complex houses high-security offenders who are unable to transfer to the Elmwood Complex due to their classification status. And, although these offenders have a significant need for programs and reentry services, as described earlier, programming has been fragmented and restricted due to the physical design of the Main Jail Complex.

When these needs are not addressed, there is a direct impact on recidivism. A recent Santa Clara County study conducted by Research Development Associates indicated that 52% of the incarcerated Realignment offenders with straight jail sentences (no requirement for probation) recidivate within six months of release.

At present, the SO/DOC offers 17 educational in-custody programs. Each targets a specific population and has an average capacity of 65, with a total capacity of 1,100 offender participants. SO/DOC strives to maintain a minimum enrollment of 770, or 70% of capacity. Statistics reflect that most programs maintain a higher than minimum enrollment, despite the fact that the breadth of program offerings has been seriously limited by space considerations.

These in-custody programs will be expanded at the proposed facility and will better respond to offender needs as well as preferences. In addition to maintaining the current 17 programs, it is anticipated that with the construction of the proposed facility at least nine additional programs will be initiated. The proposed facility will allow the SO/DOC to enroll 360 additional offenders in in-custody comprehensive educational programs and 180 offenders in reentry programs.

Of the nine new programs, three will focus on providing services specifically supporting reentry for high-risk/high-need male and female offenders. The remaining programs will be

comprehensive educational programs for high-risk/high-need male offenders. These classes have not previously been available to this population, as mentioned, due to the antiquated physical plant that limits the ability to provide programs.

B. How the Proposed Facility Meets Operational Requirements. Several core functional and operational services will be provided from the MJN facility to the proposed facility. Functions assumed at the MJN will be the main public lobby, intake/booking, medical, receiving, food service kitchen, and laundry.

The first floor of the proposed facility will be comprised of video visitation space, secure central control, and a secure offender transfer pathway to the MJN, which will be utilized for transfer to the adjacent County courthouse. It will also consist of a public walkway to allow access from the main public lobby to a proposed public sub-lobby. Additionally, the first floor will include building support and mechanical space.

The second floor of the proposed facility will be comprised of custody administration space, laundry staging, food service staging, and offender transfer staging. Housing will occupy floors three through seven.

The third floor will consist of mental health housing, mental health services, and related support and treatment space. It will contain 105 mental health beds, a dayroom, secure outdoor recreational space, unit control, showers, nine multi-purpose classrooms, five interview/counseling spaces (both centralized and de-centralized), two medical exam rooms, video visitation, re-therm kitchens, medical prep, health services administration, and conference space.

Housing floors four through seven will consist of medium and high-medium security housing and related support spaces. Each floor will have three 60-bed units (double-occupancy) totaling up to 180 beds per floor. Each housing floor will be comprised of

dayrooms and secure outdoor recreational space, unit control, showers, nine multi-purpose classrooms, five interview/counseling spaces (both centralized and decentralized), two medical exam rooms, video visitation, and re-therm kitchens.

Additionally, one of the housing floors will contain “step-down” units that will offer offenders softer environments as an important component of the mental health treatment process. The new jail design will provide 90 cells on each floor that will be subdivided into three housing units that will provide optimal treatment.

C. How the Proposed Facility Meets Programming and Treatment Space Needs.

Offering optimal programming and reentry opportunities for high-risk/high-need offenders was a primary focus of the design creation for the proposed facility. The facility designers concentrated on ensuring that the programming needs of the offender are met by including sufficient interview rooms, classrooms, and multi-purpose rooms in varying sizes, as well as adequate restrooms and storage areas. Each floor is designed to accommodate the program and treatment needs of a specific population, including mental health treatment and reentry services. One floor will be dedicated as step-down housing for mentally ill offenders and for special management. The general population and reentry floors include multi-purpose rooms of three sizes. This will allow County and community providers to coalesce groups of various sizes and for multiple purposes.

The design of the proposed facility allows an increased number of interview rooms that can be utilized by rehabilitation and treatment staff and contract providers. This will allow offenders and providers the privacy to interact and discuss past traumas and issues without breach of confidentiality.

The design intent also is to provide space that will permit as much on-unit care as possible. Program spaces on-unit and in core circulation include the following:

- Medical exams and observation rooms,
- Interview/conference rooms sized for four to five people,
- Case-planning conference room sized for 10 to 12 people, and
- Mental health programming/multi-purpose rooms.

The close proximity of the proposed facility to the Reentry Resource Center (located across the street) and to public transportation and other County agencies will further support offenders' successful community transition. Staff from the Reentry Resource Center, as well as other community-based organizations, will have space to meet with clients beginning 90 days before release from jail in order to build a bridge to successful reentry.

Milpitas Unified School District's Adult Education Program (MAE) provides teachers that are certified to teach life skills, substance abuse education, anger management, conflict resolution, job skills and vocational training, GED preparation, English as a second language, and art. Upon completion of the proposed facility, MAE will provide a minimum of two full-time teachers per floor to work with this population. A classroom schedule has been created that includes the above-listed classes. Additional parenting classes, trauma recovery, and cognitive behavioral treatment will be provided by contract providers.

Adult Custody Health Services plans to fully implement mental health services in the proposed facility by using the increased individual and group spaces to facilitate therapeutic activities for mentally ill offenders. As noted, the increased interview rooms, especially those in close proximity to housing units, will improve the confidentiality and quality of all interviews. At MJS, it is often a struggle to find space to have conversations which lead to meaningful breakthroughs that are important for seriously mentally ill

offenders, thereby missing opportunities to have a positive impact on recovery as well as recidivism rates. With the proposed program space construction, the most significant benefits will be offender participants who need the most care and are the least likely to ask for it – the mentally ill and disabled.

Significantly, the proposed facility will allow the SO/DOC classification system to house offenders not only based on risk to safety and security but also on the risk to recidivate and the specific programmatic needs of each offender. Program services and classes will be held in an instructional classroom or a group-like setting. There will be dramatically improved ability to share freely with program providers and improved ability of community providers to serve offenders. The relationship between stated needs and the planned construction is to meet the specific needs of both special management and general population offenders. The objective is to provide a continuum of care from the point an offender enters the facility to release and support beyond the offender's release.

3. Programming and Services: Describe programming and/or treatment services currently provided in your facility. Provide the requested data on pretrial offenders and risk-based pretrial release services. Describe the facilities or services to be added as a result of the proposed construction; the objectives of the facilities and services; and the staffing and changes in staffing required to provide the services.

A. Current Programming and Treatment Services. The SO/DOC staff collaborates with State, County, and community agencies to optimize services for offenders. The SO/DOC Programs Unit consists of both uniformed, sworn custodial officers and civilian rehabilitation staff. The SO/DOC Program's Unit consists of 13 rehabilitation officers, all credentialed, with bachelor's degrees, coming from diverse backgrounds, and bringing a wide variety of skills, education, and experience.

For the past 25 years, Milpitas Adult Education has assigned approximately 25 teachers and 10 support and administrative staff to the County jail system. The school district is reimbursed by the state based on the “average daily attendance” formula. The recent County-commissioned Needs Assessment Report found, “At the Elmwood facility a strong set of instructors seems to be delivering high quality programming. The current management of instructors at Elmwood seems very positive and capable. They report low turnover among instructors.”

Consistent with general policy, the SO/DOC and its partnering agencies undertake new programs and practices only when they support the County’s mission and vision. Proven practices are utilized, and there is a strong commitment to fidelity to chosen Evidence-Based Practice (EBP) models as well as to quality assurance in implementation. EBP’s are carefully selected based on research results, compatibility with successful local experience, and with special attention to their capacity to address disparities in subpopulations. All programs and practices are evaluated and the County is working towards ensuring they are gender-responsive, trauma-informed, and culturally competent. Innovations are continued only if they work. Data drives decisions. Training is continuous. Collaborative connections are strong, and collaborative projects are routine. For example, the SO/DOC is partnering with the Probation Department in the process of implementing an integrated community supervision model containing the elements recommended by the U.S. DOJ’s Crime and Justice Institute and National Institute of Corrections.

Based on the needs, SO/DOC rehabilitation staff may collaborate with medical, mental health, and substance use treatment providers prior to transitioning an offender to an out-of-custody program in the community. SO/DOC staff works with Adult Custody Health

Services to ensure that offenders' medications are transferred to the community pharmacy for their well-being. As appropriate, correctional staff may work with Custody Health Services staff to ensure offenders with acute physical issues are appropriately placed in the community. SO/DOC staff also may refer an offender for assessment and counselling with a community mental health program or private counselling.

Resource information for Alcoholics Anonymous, Narcotics Anonymous, and other community substance abuse prevention agencies is available to offenders.

When SO/DOC staff identifies an offender who would benefit from substance abuse treatment in the community, program staff may refer offenders to the County Behavioral Health Services (BHS) Department. Based on a BHS assessment, the offender may be placed in a residential program, a transitional housing unit, or referred to outpatient counseling. BHS contracts with a number of community agencies for services.

The SO/DOC staff also works closely with the Social Services Agency. A parenting program is provided that focuses on reunification of parent and child. Offenders with children in dependency court may enroll in this program and attend additional parenting classes to improve their parenting skills. With the support of social workers and dependency court mentor advocates, the child may visit the parent in jail under the supervision of licensed parenting teachers in a child-friendly playroom that has been specially created for the benefit of the children. SO/DOC staff works closely with both social workers and dependency court advocates to ensure that this child-centered program is beneficial to the child, the parent, and the community.

AB 720 requires that all eligible offenders must be enrolled in the Medi-Cal program prior to being released from custody. In adherence to this assembly bill, SO/DOC staff works closely with Social Services Agency staff to ensure that this enrollment takes place

in a timely and efficient manner.

SO/DOC staff also works closely with the Veterans Administration and the County Veterans Services Office to facilitate enrollment of eligible incarcerated veterans in services and veterans' residential programs.

When offenders are identified as homeless, staff works with the shelter providers network to find supportive housing for those who are willing to stabilize in the community.

SO/DOC staff also works closely with community faith-based agencies, such as City Team Ministries, Salvation Army, and Victory Outreach, to place offenders in residential programs offered by these agencies. In addition, a Faith-Based Reentry Network was established in 2012. Currently there are approximately 30 faith-based organizations that encourage their congregants to receive training and serve as mentors to individuals returning to the community from custody facilities. Three of the entities have been funded to provide Faith-Based Resource Centers that offer services and supports to reentry individuals who are seeking a faith connection.

Housing	Assistance with food	Education/vocational training
Resume building	Professional attire	Substance abuse support
Employment readiness/ employment	Financial assistance with court-ordered requirements	Assistance with family reunification
Transportation	Mentor program	Assistance with tattoo removal

A Reentry Resource Center, established in 2012, serves an average 350 new clients each month and 1,700 returning clients. It focuses on recidivism reduction strategies and streamlining processes to link offenders to effective community-based programming. It centralizes services and supports clients' community transition. Currently 16 partners, including the SO/DOC, BHS, Social Services Agency, Adult Probation, Public Defender's Office, Ambulatory Care, Office of Reentry Services, and California Department of

Rehabilitation and Correction, reside in the building and work collaboratively to provide seamless service delivery and supervision of individuals.

Table 4. Reentry Resource Center Services	
Housing assistance/referrals	Expungement (record clearance) and legal advice
Public benefits and healthcare coverage	Computer literacy lab
Reentry Mobile Clinic (primary health and psychiatric)	Peer mentoring
Food pantry and clothing	Counseling
Referrals for Additional Services:	
Mental health, alcohol and drug recovery services	Education
Vocational training and/or employment	Family reunification
Legal Services	Faith-based reentry services

The Reentry Resource Center collaborates with the Record Clearance Project, a program created by the law students of San Jose State University to help incarcerated and community clients expunge charges when eligible. Reentry staff also collaborates with Goodwill Industries, Center for Training and Careers, Center for Education and Training, and Catholic Charities for job training and vocational services.

It collaborates with literacy programs through the County of Santa Clara Library and the County of Santa Clara Office of Education for incarcerated young adults with open individual education plans. Through the Prison Education Project, Reentry Resource Center staff connects with local community and state college volunteers to motivate and improve educational opportunities for offenders.

There also is close collaboration with several individual volunteers and non-profit agencies such as Ascent, Next Door Solutions, and Enneagram Prison Project, which provide resume writing, domestic violence services, support groups, self-awareness workshops, meditation, yoga, art, journaling, and others.

The SO/DOC Programs Unit also receives funding for one rehabilitation officer

through a Medi-Cal grant. The grant, a collaborative effort between the Social Services Agency and the SO/DOC, includes funding for several staff assigned to the Social Services Agency and one rehabilitation officer for the SO/DOC. The SO/DOC is reimbursed \$140,000 each fiscal year. This grant is scheduled to continue for two years.

The Santa Clara County Superior Court has the largest and one of the most successful Drug Treatment Courts in the nation. The SCC Drug Treatment Court was established in 1994 and the Mental Health Treatment Court in 1998 by a recognized leader in therapeutic jurisprudence and sentencing reform. In addition, because the literature and nearly 20 years of local experience showed that treatment courts are more successful if client populations are not mixed, court calendars have been added for veterans, homeless, and developmentally disabled.

Pretrial Services. The County of Santa Clara Office of Pretrial Services (Pretrial Services) has focused considerable effort in the past few years on developing and ensuring its risk assessment instrument is valid. In 2011 it began using a risk assessment tool adapted from the Virginia Pretrial Services Risk Assessment Instrument, an objective and research-based instrument. In 2012 Santa Clara County Pretrial Services Unit began conducting a validation of this tool. As a result of that process, the tool was modified and the unit implemented a revised instrument in 2013. The use of the Virginia system has had the desired results as it identified more defendants who could be safely released, and the overall release population has increased by 25%. The unit is believed to have the first locally validated pretrial services risk assessment instrument in California. Moreover, Santa Clara County Pretrial Services' Safety Rate has averaged 97% during the time frame of 2011-2014. This means only 3% of the defendants on pretrial release have been arrested for a new offense.

Pretrial Services has been operating for the past 46 years and has become very proficient at assessing offenders for pretrial services, alternatives to incarceration, and release. Today, it has more than 40 staff who provide services to three sub-units:

- Jail Unit: Staff in this unit, located in the Main Jail, is responsible for conducting interviews with newly booked offenders to provide recommendations concerning those who can be safely released from custody.
- Supervision Unit: Offenders can be released on their own recognizance (OR) or released with a requirement for supervision (SOR). Staff in the Supervision Unit are responsible for monitoring SOR offenders.
- Court Unit: The Court Unit is targeted to those offenders who are not released during booking. Staff in this unit provides paperwork and reports to the courts.

The average number of cases assessed per month by the unit has grown from 1,288 in 2011 to over 1,500 in 2014 (through May), an increase of 18%. The average number of cases managed per month increased by even a greater percentage, from 648 in 2011 to 924 in 2014 (through May). This represents a 43% increase and is an indicator of the increased percentage of defendants being approved for release. As noted in Section 4, Fact Sheet, Table 1, Item 7, 70% of offenders were on pretrial status between January 1, 2013 and December 31, 2013.

As examples of alternatives to incarceration, Pretrial Services offers qualifying offenders with less than 30 days remaining on their sentence the opportunity to be part of an Electronic Monitoring Program. The Weekend Work Program is another alternative to jail sentences. This allows low-risk offenders to avoid jail, which reduces serious employment consequences and also provides a valuable community service.

Another approach Pretrial Services provides as an alternative to incarceration is

drug/alcohol testing for defendants released on SOR. Pretrial Services tests defendants randomly to ensure they are compliant while on this pretrial release program.

B. Description of Improvements to Program and Treatment Services. The proposed new jail facility housing units and adjacent program space will assist the County in the following ways:

- Eliminates the use of MJS and, subsequently, W-1, in which age and design have impeded modern programming and operational approaches.
- Allows for immediate expansion of classes from 17 to 26 and make participation available to higher risk classifications which can be particularly beneficial.
- Enables the County to fully implement treatment programs for the growing mental health population housed within the system.
- Supports addition of service components that have demonstrated success in jail-based brief substance abuse treatment, which may include such things as Motivational Interviewing, orientation to treatment and treatment planning, substance abuse education, information on available community resources, relapse prevention, communication skills, anger management, Cognitive Behavioral Therapy, and Seeking Safety, an evidence-based practice for which all Santa Clara County substance abuse treatment providers have been trained.
- Creates an opportunity for increased visitation which supports strengthening family bonds and family reunification, with special efforts for parents with minor children.
- Will increase exercise, recreation and socialization activities that improve physical and mental well-being.
- Will greatly increase access of the Reentry Center staff and other community partners

to offenders prior to their release. This will play a key role in the development of individualized community reentry and transition plans and the pre-release establishment of service linkages. It is important that reentry and reintegration planning begin while the individual is incarcerated.

- Medication administration and management will be much less challenging when there is an adequate amount of special management beds. In this specialized environment, seriously mentally ill offenders will receive the support needed to transition into step-down housing units and later for successful community reentry.
- The utilization of Cognitive Behavioral Therapy (CBT) will be greatly increased. All offenders, based on individual needs, will be expected to select needs-based CBT classes to learn how thinking affects behavior. Cognitive Behavioral Therapy is a U.S. Substance Abuse and Mental Health Service Administration/National Registry of Evidence-Based Programs and Practices-recognized evidence-based practice. It has been found to be effective with juvenile and adult offenders, substance abusing and violent offenders, and prisoners, probationers and parolees. It is effective in various criminal justice settings, both in institutions and the community, and addresses a host of problems associated with criminal behavior. Offenders improve their social skills, means-ends problem solving, critical reasoning, moral reasoning, cognitive style, self-control, impulse management and self-efficacy.

Improved Foundation for Successful Community Transition. The proposed facility will provide the first-ever regular access to offenders by Reentry and Rehabilitation staff. The program space created through completion of this project will allow the SO/DOC to move offenders to the reentry floor at the proposed facility to start individual, supervised reentry planning 90, 60, and 30 days prior to release. Program staff will utilize the

evidence-based National Institute of Corrections' "Transition from Jail to Community Implementation Toolkit."

Improving transition at the individual level involves the introduction of specific interventions at critical points along the jail-to-community continuum. Research shows that interventions at these key points can facilitate reintegration and reduce reoffenses. Critical to this approach are the principles that:

- Intervention should begin in jail and continue throughout incarceration, upon release, and into the community.
- Targeted and more intensive interventions should be used for special management offenders and higher risk offenders.
- Interventions should be tailored to the specific needs, risks, and characteristics and learning styles of each individual.

With completion of the proposed facility, these three critical objectives will be met. Participants will attend evidence-based classes to understand the criminogenic thinking patterns that have contributed to their criminal behavior. Reentry groups will provide psychoeducational and psychotherapeutically oriented services related to stressors, challenges, and obstacles of re-entering the community, including Cognitive Behavioral Therapy groups as mentioned earlier. Again, by initiating the reintegration and reentry process as soon as possible, the offender will be able to re-enter society better prepared.

The overall goal is to provide a facility that is safe for offenders, staff, and the community while also providing all the tools necessary for each individual to be successful upon reentry into the community. Toward this end, one purpose of the proposed construction is to provide as much on-unit care as possible, which is safer for offenders and staff alike.

Risk and Needs Evaluation. The SO/DOC (as well as the Santa Clara County Probation Department) utilize the evidence-based Correctional Assessment and Intervention System (CAIS)TM, a comprehensive classification system that permits sorting the jail's offender population by risk and needs by implementing a behavior-driven assessment classification tool that also identifies the individual offender's programmatic and custodial needs.

Unfortunately, due to facility limitations, the current classification system still is forced to house offenders primarily based on security risk. The needs of the offender have been a secondary factor that is taken into consideration only when feasible based on facility and resulting operational constraints. The construction of the proposed facility will permit significant expansion of placement that responds to need and will increase the number of offenders participating in treatment and program services.

C. Replacement of Compacted, Outdated and Unsafe Housing. The SO/DOC Needs Assessment stated, "We found many instances where the physical plants limit SO/DOC's ability to meet its mission." As noted before, the MJS was designed and constructed with a linear configuration that produces poor security sight lines, remote supervision, and indirect natural light. The Needs Assessment continues by pointing out that the MJS design is "very poor for modern correctional operation and limits SO/DOC management and supervision strategies" while it exacerbates safety and security concerns. It further states that the Women's unit, W-1, at Elmwood is poorly configured and also should be replaced.

The proposed facility will be designed for optimal offender observation using an open, modern floor plan that provides a line of sight into each cell. The significant increase of single-cells also will reduce offender interaction during lockdown periods to reduce

tension and the passing of contraband.

D. How Staffing Plan and Lines of Authority, including Interagency Partnerships, Will Meet Operational Objectives. A preliminary staffing plan has been developed for the proposed facility. The majority of staff will move from the existing MJS and other housing units that will not continue to be operational after the proposed facility is completed. In addition, approximately 50 sworn, non-sworn, and custody health positions will be required to effectively operate the proposed facility, along with staff from community-based organizations that will provide programming.

Because of the proposed facility's configuration, with its substantial increase of program space, a sizable expansion of classes and treatment will be provided. The longstanding relationship with Milpitas Adult Education will allow the County to quickly expand its educational and training services, already having received a commitment to provide two additional teachers per floor. Further, because this expansion makes use of existing relationships of the County with community-based organizations and Milpitas Adult Education, it is expected that the transition to the proposed facility will be virtually seamless.

4. Administrative Work Plan: Describe the steps required to accomplish this project. Include a project schedule, list the division/offices including personnel that will be responsible for each phase of the project, and how it will be coordinated among responsible officials both internally and externally.

A. Timeline, Assigned Responsibilities, and Coordination. The project is currently in the pre-design phase. Schematic design is anticipated to begin shortly after the funding award is made in February of 2016. Completion of the project design is anticipated within 14 months, and release for bidding is expected to occur in summer of 2017. Construction

duration is estimated to be approximately 24 months; project occupancy is expected in fall/winter of 2019. A more detailed timeline is provided in Appendix Section 3.

The project will be led by the County Executive's Office, with an experienced planning and design team from the County Facilities and Fleet Department's Capital Projects staff and the County Sheriff's Office, along with key leaders from other County and public agencies such as Custody Health Services, Behavioral Health Services, Office of Reentry Services, Probation, Social Services, and others. The team has been organized to provide an executive level of involvement with the project that will furnish ongoing consultation and coordination throughout the design phases with the project's architect and design consultants.

The capital aspect of the project will be administered by existing members of the County's Capital Project and Construction staff. These County officials, along with the planning and design team, will communicate and coordinate with various state agencies (BSCC, California Department of Corrections and Rehabilitation, California Department of Finance, etc.) throughout design and implementation in order to ensure a financially responsible as well as safe and rehabilitative jail project.

B. Accomplishment of the Scope of Work Feasibly within the Time Allotted. The County of Santa Clara is prepared to proceed immediately to deliver a successful project for the State and County. The following summarizes the steps necessary for this project to become operational:

Land: The County owns the proposed site as part of an existing, owned facility.

CEQA: An environmental impact report has been completed, and the County has completed the CEQA notification in which no challenges were filed, and the statute of limitations has expired.

Infrastructure: All necessary utilities currently exist adjacent to the proposed project site and will be provided as part of this proposed project as appropriate to provide a “stand-alone” facility as required by the funding.

Design: Demonstrating its strong commitment to the project, the County proceeded with the selection of an architect/engineer even prior to the submission of this application for Programming and Pre-Design/Conceptual Design Services funding. The County is prepared to continue with the selection process for the most qualified architect/engineer to complete the remainder of the design phases immediately upon the BSCC’s Notice of Intent to Award project funds.

Construction: The County intends to award a construction contract in the summer/fall of 2017 and eagerly awaits the ability to proceed.

Occupancy: The County is developing and budgeting for a project implementation team, which includes Roger Soohoo, the County Construction Administrator, Andy Walker, the Project Financial Officer, and Edward Hwang, the Capital Project Manager. The effort is led by the County’s Chief Operating Officer along with senior staff from the Facilities and Fleet Department and Sheriff’s Office/Department of Correction.

The County’s team has decades of experience in designing, planning, and overseeing capital projects. In addition, the Sheriff’s Office/Department of Correction and Custody Health plan to dedicate staff to transition planning, including a sergeant, correctional deputies, and a health care program manager. Based on the County’s experience in opening other custodial facilities, a team that possesses this combination of expertise and experience has been crucial. In addition, the team will consult with and learn from specific County staff who have played key roles in opening other custodial facilities. The transition team will devise the operational testing plan for the proposed facility, develop operational

procedures, and organize the physical transition of both staff and offenders.

5. Budget Narrative: Describe the amounts and types of funding proposed and why each element is required to carry out the proposed project. Describe how the county will meet its funding contribution (match) requirements for all project costs in excess of the amount of state financing requested and how operational costs (including programming costs) for the facility will be sustained.

A. Budget Allocation is Well Matched to the Project Need and Work Plan. The County intends to fund the project using State SB 863 funds for only a portion (approximately 30%) of the proposed facility costs. With the County's own cash reserves and internal lease-revenue bond funding, the County will fully fund the difference between the requested amount and the cost of the project (construction of a replacement facility for the MJS and W-1, including programming and treatment costs). This will include provision of effective rehabilitative programming as well as mental health treatment in the proposed facility specifically designed to accommodate these functions. It includes utilization of best practices in offender supervision and management within the new structure design that makes possible better, more consistent observation along with significantly expanded opportunities for recreation, learning, treatment, visitation and maintenance of valuable relationships, and early contact with reentry specialists who will help to plan and support successful community reentry. The more adequate match of number of beds with proportion of need for beds by risk category (more high medium and medium security and fewer minimum security) will improve safety, along with the increased number of special treatment beds and special management beds.

To effectively manage the proposed facility and improved system design, the County plans to invest approximately \$6 million on an ongoing basis for the employee costs

necessary to furnish the sworn, non-sworn, and custody health staff that is required for daily operations.

B. Budgeted Costs are an Efficient Use of State Resources. The County intends to maximize its cash match to the fullest extent possible and, in so doing, does not intend to claim in-kind match for auditing services, needs assessment services, transition planning, County administration time, or land-value. It is felt this will reduce auditing efforts on the part of the State during design/construction and will be a more effective use of State funds.

Please note the land value appraisal is underway and will be completed prior to funding awards. Additionally, please note the County has begun the process of transition planning. The County will be contracting with a Certified Public Accountant to prepare the financial audit as required by the funding guidelines. Please refer to the budget summary contained herein for more information.

During the pre-design phase of the project, the County reviewed multiple design options in which project cost was one of the significant factors in the decision-making process. Several cost estimates were completed for each option. Additionally, site selection was a high priority as it has a major impact on cost-effectiveness of the project. A significant factor in selecting the current site was reduced costs due to the proximity of the existing facilities and the ability to share functions with the existing MJN. This proximity makes it possible to maintain a number of operational and functional spaces within the existing MJN and not duplicate them within the proposed building design, greatly reducing the needed square footage and overall cost.

C. Sustaining Operational Costs. The County of Santa Clara Board of Supervisors is supportive of construction of the proposed facility with full understanding of the

substantial additional costs that will be required for ongoing operation. As noted, this includes approximately \$6 million of ongoing funding for staffing in addition to facility maintenance and the spectrum of other operational expenses.

6. Readiness to Proceed

A. The Board of Supervisors provided a resolution responding to all the requirements of SB 863 and authorizing an adequate amount of matching funds to satisfy the County's contribution. In addition, the resolution approved the project documents deemed necessary, as identified by the State of California Public Works Board to the BSCC, to effectuate the financing authorized by the legislation. It was authorized by the appropriate signatory to execute those documents at the appropriate times.

B. Within this proposal, the County of Santa Clara has provided documentation evidencing CEQA compliance is complete, along with a letter from County Counsel certifying the associated statute of limitations has expired and no challenges were filed. Additionally, the County has completed the necessary Needs Assessment, as discussed in previous sections and has internally established an expert transition team that will be responsible for and is prepared to coordinate the remaining planning and design phases.

The County retained project experts who assisted in the completion of the pre-design and programming phases of design and who will assist the County in assembling the most qualified consultants to complete the operations, program and design documents. The County has begun the land value appraisal process and expects the results in the very near future.

County of Santa Clara
Office of the County Executive

County Government Center,
70 West Hedding Street
Eleventh Floor – East Wing
San Jose, California 95110
(408) 299-5105



September 9, 2015

Magi Work, Deputy Director
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: SB 863 Application Technical Correction

Dear Ms. Work:

On behalf of the County of Santa Clara, we are working to bring an amended resolution to the Board of Supervisors at our next meeting on September 29, 2015. The amended resolution will address the technical concerns identified by Board of State and Community Corrections (BSCC) staff as part of your technical review of our SB 863 application. As outlined by BSCC, the final resolution will be submitted by October 2, 2015.

We thank you for your time and commitment throughout this process, and look forward to our continued work together.

Sincerely,

Dave Cortese
President, Board of Supervisors

Jeffrey V. Smith
County Executive

cc: Linda Penner, Chair, BSCC
Kathleen T. Howard, Executive Director, BSCC

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Attachment: September 2015 revised Board Resolution (78189 : New Jail Facility with Mental Health Program and Treatment Space)

RESOLUTION NO. BOS-2015-116

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AUTHORIZING THE APPLICATION FOR SB
863 JAIL CONSTRUCTION FINANCING**

WHEREAS, on June 20, 2014 the Governor signed Senate Bill (SB) 863 into law authorizing \$500 million in jail construction funding to be offered through a competitive grant program administered by the Board of State and Community Corrections (BSCC); and

WHEREAS, the mission of the County of Santa Clara is committed to providing a safe and nurturing environment to all offenders housed in its county jail; and

WHEREAS, the Sheriff of Santa Clara County and the Chief of the Department of Correction are responsible for maintaining the appropriate levels of protection, supervision and custody consistent with the established public safety and legal mandates; and

WHEREAS; due to Realignment, inmates are being housed in local jails for longer periods of times resulting in an increase in the level of medical and mental care needed and an increase in the number of maximum security beds required to safely and properly house and support rehabilitating offenders of all levels; and

WHEREAS, in January 2015 the County's consultant, MGT of America submitted its jail assessment recommending significant improvements to the jail's physical plant to address the increase in the population and the impact the aging inmate population will have on the existing facilities over the next thirty years; and

WHEREAS, the County of Santa Clara, the Sheriff and the Chief recognize the need to address the issues raised in the MGT report and intend to make much needed physical improvements to the County's oldest facility, the maximum security facility known as Main Jail South located at 180 West Hedding Street, San Jose, California 95110; and

WHEREAS, the proposed improvements involve the demolition of the existing fifty-eight (58) year old building and the construction of a new seven story fully enclosed Adult Local Criminal Justice Facility (ALCJF) that would be adjacent to and integrated with the County's existing Main Jail North facility as depicted on the sketch plan attached hereto as **Figure 1**; and

WHEREAS, this Board recognizes the imminent need to design, construct and occupy a new ALCJF that houses the County's medium/high-medium security risk inmates and provides necessary programing space to assist with rehabilitation and to reduce recidivism, new housing units that would be in compliance with modern Title 24 design standards as well as an updated custodial mental health facility that addresses all of the needs of both the maximum security inmates and all male and female inmates with serious mental health issues; and

WHEREAS, the County is applying for SB 863 jail construction funding; and

NOW THEREFORE, BE IT RESOLVED that the Santa Clara County Board of Supervisors hereby:

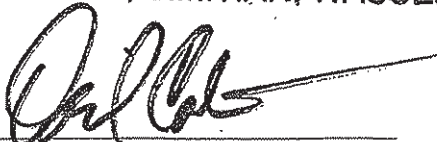
1. Names Roger Soohoo as the County Construction Administrator, Andy Walker as the Project Financial Officer; and Edward Hwang as the Project Contact Person; and
2. Approves the forms of the project documents deemed necessary, as identified by the State Public Works Board to the Board of State and Community Corrections, to effectuate the financing authorized by the legislation; and
3. The Chief Operating Officer, or designee, is authorized, on behalf of the Board of Supervisors to submit the proposal for funding under SB 863, sign all related project documents in support of the proposal, and sign the Grant Agreement with the BSCC and State Public Works Board (SPWB), including any amendments thereof, on behalf of the County; and
4. Confirms that the County will adhere to state requirements and terms of agreements between the County, the CDCR, the BSCC and SPWB in the expenditure of any state financing allocation and County matching funds; and
5. Agrees to allocate the required matching funds after notification of the conditional award of financing but before entering into the state/county agreements. The County further agrees to identify the source for the matching funds and assures that these matching funds shall not be replaced by funds otherwise dedicated for construction activities; and
6. Agrees to safely staff and operate the facility that will be constructed consistent with the provisions of Title 15 of the California Code of Regulations Chapter 1, Subchapter 6 section 1756(j)(5) within ninety (90) days after the construction project is completed; and
7. Certifies that at the time of application or no later than ninety (90) days following receipt of BSCC's notice of Intent to Award: (1) assurance that the County has or will have fee simple ownership of the site where the facility will be constructed and the right of access to the Project site including the undisturbed use and possession of the site and (2) will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site or facility subject to construction, or lease the facility for operation to other entities, without the express permission and instructions from BSCC, for so long as SPWB lease revenue bonds secured by the financed Project remain outstanding.

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8. The County attests to \$ 440,000 as the approximate current fair market land value for the proposed facility.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on AUG 11 2015, by the following vote:

AYES:	Supervisors	CHAVEZ, CORTESE, SIMITIAN, WASSERMAN, YEA
NOES:	Supervisors	NONE
ABSENT:	Supervisors	NONE
ABSTAIN:	Supervisors	NONE




 DAVE CORTESE, President
 Board of Supervisors

ATTEST:



 MEGAN DOYLE
 Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



 CHERYL A. STEVENS
 Deputy County Counsel

Exhibits to this Resolution:

- A – BSCC, Senate Bill 863 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Form
- B.—Figure 1

County of Santa Clara
Office of the County Executive

County Government Center,
70 West Hedding Street
Eleventh Floor – East Wing
San Jose, California 95110
(408) 299-5105



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Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
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Sincerely,

Dave Cortese
President, Board of Supervisors

Jeffrey V. Smith
County Executive

cc: Linda Penner, Chair, BSCC
Kathleen T. Howard, Executive Director, BSCC

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
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NOW THEREFORE, BE IT RESOLVED that the Santa Clara County Board of Supervisors hereby:

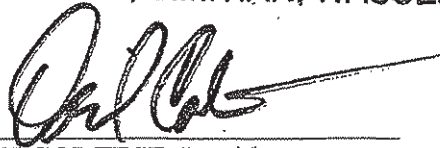
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AYES:	Supervisors	CHAVEZ, CORTESE, SIMITIAN, WASSERMAN, YEA
NOES:	Supervisors	NONE
ABSENT:	Supervisors	NONE
ABSTAIN:	Supervisors	NONE




 DAVE CORTESE, President
 Board of Supervisors

ATTEST:



 MEGAN DOYLE
 Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



 CHERYL A. STEVENS
 Deputy County Counsel

Exhibits to this Resolution:

- A – BSCC, Senate Bill 863 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Form
- B.—Figure 1

County of Santa Clara
Office of the County Clerk-Recorder
Business Division

County Government Center
70 West Hedding Street, E. Wing, 1st Floor
San Jose, California 95110 (408) 299-5688



Santa Clara County Clerk-Recorder's Office
State of California



Document No.: 19389
Number of Pages:
Filed and Posted On: 6/09/2015
Through: 7/09/2015
CRO Order Number:
Fee Total: 2,260.00

REGINA ALCOMENDRAS, County Clerk-Recorder
by Laura Luna, Deputy Clerk-Recorder, [Signature]

CEQA DOCUMENT DECLARATION

ENVIRONMENTAL FILING FEE RECEIPT

PLEASE COMPLETE THE FOLLOWING:

- 1. LEAD AGENCY: County of Santa Clara
2. PROJECT TITLE: Santa Clara County Jail Replacement Project
3. APPLICANT NAME: Edward Hwang PHONE: (408) 993-4631
4. APPLICANT ADDRESS: 2310 N. 1st St., Suite 200, San Jose, CA 95131
5. PROJECT APPLICANT IS A: [X] Local Public Agency [] School District [] Other Special District [] State Agency [] Private Entity
6. NOTICE TO BE POSTED FOR 30 DAYS.
7. CLASSIFICATION OF ENVIRONMENTAL DOCUMENT

a. PROJECTS THAT ARE SUBJECT TO DFG FEES

- [] 1. ENVIRONMENTAL IMPACT REPORT (PUBLIC RESOURCES CODE §21152) \$ 3,069.75 \$ 0.00
[X] 2. NEGATIVE DECLARATION (PUBLIC RESOURCES CODE §21080(C)) \$ 2,210.00 \$ 2,210.00
[] 3. APPLICATION FEE WATER DIVERSION (STATE WATER RESOURCES CONTROL BOARD ONLY) \$ 850.00 \$ 0.00
[] 4. PROJECTS SUBJECT TO CERTIFIED REGULATORY PROGRAMS \$ 1,043.75 \$ 0.00
[X] 5. COUNTY ADMINISTRATIVE FEE (REQUIRED FOR a-1 THROUGH a-4 ABOVE) \$ 50.00 \$ 50.00
Fish & Game Code §711.4(e)

b. PROJECTS THAT ARE EXEMPT FROM DFG FEES

- [] 1. NOTICE OF EXEMPTION (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED) \$ 50.00 \$ 0.00
[] 2. A COMPLETED "CEQA FILING FEE NO EFFECT DETERMINATION FORM" FROM THE DEPARTMENT OF FISH & GAME, DOCUMENTING THE DFG'S DETERMINATION THAT THE PROJECT WILL HAVE NO EFFECT ON FISH, WILDLIFE AND HABITAT, OR AN OFFICIAL, DATED RECEIPT / PROOF OF PAYMENT SHOWING PREVIOUS PAYMENT OF THE DFG FILING FEE FOR THE *SAME PROJECT IS ATTACHED (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)
DOCUMENT TYPE: [] ENVIRONMENTAL IMPACT REPORT [] NEGATIVE DECLARATION \$ 50.00 \$ 0.00

c. NOTICES THAT ARE NOT SUBJECT TO DFG FEES OR COUNTY ADMINISTRATIVE FEES

- [] NOTICE OF PREPARATION [] NOTICE OF INTENT NO FEE \$ NO FEE

8. OTHER: FEE (IF APPLICABLE): \$

9. TOTAL RECEIVED..... \$ 2,260.00

*NOTE: "SAME PROJECT" MEANS NO CHANGES. IF THE DOCUMENT SUBMITTED IS NOT THE SAME (OTHER THAN DATES), A "NO EFFECT DETERMINATION" LETTER FROM THE DEPARTMENT OF FISH AND GAME FOR THE SUBSEQUENT FILING OR THE APPROPRIATE FEES ARE REQUIRED.

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE FRONT OF ALL CEQA DOCUMENTS LISTED ABOVE (INCLUDING COPIES) SUBMITTED FOR FILING. WE WILL NEED AN ORIGINAL (WET SIGNATURE) AND THREE COPIES. (YOUR ORIGINAL WILL BE RETURNED TO YOU AT THE TIME OF FILING.)

CHECKS FOR ALL FEES SHOULD BE MADE PAYABLE TO: SANTA CLARA COUNTY CLERK-RECORDER

PLEASE NOTE: FEES ARE ANNUALLY ADJUSTED (Fish & Game Code §711.4(b)); PLEASE CHECK WITH THIS OFFICE AND THE DEPARTMENT OF FISH AND GAME FOR THE LATEST FEE INFORMATION.

"... NO PROJECT SHALL BE OPERATIVE, VESTED, OR FINAL, NOR SHALL LOCAL GOVERNMENT PERMITS FOR THE PROJECT BE VALID, UNTIL THE FILING FEES REQUIRED PURSUANT TO THIS SECTION ARE PAID." Fish & Game Code §711.4(c)(3)

County of Santa Clara

File#: 19389 6/09/2015





Department of Planning and Development
 County Government Center, East Wing, 7th Floor
 70 West Hedding Street
 San Jose, California 95110

Administration	Development Services	Fire Marshal	Planning
Phone: (408) 299-6740	(408) 299-5700	(408) 299-5760	(408) 299-5770
Fax: (408) 299-6757	(408) 279-8537	(408) 287-9308	(408) 288-9198

Notice of Determination

To: County Clerk
 County of Santa Clara

Office of Planning and Research
 1400 Tenth Street, Room 121
 Sacramento, CA 95814

Project Title	File Number	Project Type
Jail Replacement Project	10729-15CP	Capital Improvement
Project Sponsor's Name:	Sponsor's Address:	Telephone Number
Edward Hwang, Facilities and Fleet	2310 N. 1 st St., Suite 200, San Jose, CA 95131	(408) 993-4631
SCH #	County Contact Person	Telephone Number
2015052022	David Rader, Planning and Development	(408) 299-5779
Project Location		
The proposed project is located at 150 W. Hedding Street, San Jose, CA 95110.		
Project Description		
<p>The proposed project consists of replacement of an outdated jail facility at Santa Clara County's Main Jail Complex with a new jail building. The conceptual plan for the replacement jail is a single building up to 325,000 square feet in size with a maximum height of 150 feet (six stories). The existing three-story, 133,000 square-foot Main Jail South building would be demolished. The new building would address the increased inmate population as a result of the State of California's AB109 Realignment program and the need for inmate programs (education, substance abuse, job placement, life skills, etc.) within the incarceration system.</p> <p>This is to advise that the Santa Clara County Board of Supervisors has approved the above described project on June 9, 2015 and has made the following determinations regarding the project. The Mitigated Negative Declaration and record of project approval may be examined at the Santa Clara County Department of Planning and Development.</p>		
<ol style="list-style-type: none"> 1. The project will not have a significant effect on the environment. 2. A Monitoring Program was adopted. 3. <input checked="" type="checkbox"/> A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA. <ol style="list-style-type: none"> a) <input checked="" type="checkbox"/> Mitigation Measures have been made a condition of approval of the project. 4. <input type="checkbox"/> An Environmental Impact Report has been prepared for this project pursuant to the provisions of CEQA. <ol style="list-style-type: none"> a) <input type="checkbox"/> Mitigation Measures have been made a condition of approval of the project. b) <input type="checkbox"/> A <i>Statement of Overriding Considerations</i> was adopted for this project. c) <input type="checkbox"/> Findings were made pursuant to section 15091 of CEQA. 		
 Signature		 Date

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770
(408) 299-5900
(408) 292-7240 (FAX)



Orry P. Korb
COUNTY COUNSEL

Winifred Botha
Danny Y. Chou
Robert M. Coelho
Steve Mitra
ASSISTANT COUNTY COUNSEL

July 27, 2015

Board of Supervisors
County of Santa Clara
70 W. Hedding Street, 10th Floor
San José, CA 95110

Re: County of Santa Clara
Notice of Determination for the New Main Jail at 150 W. Hedding Street, San
José, California

Honorable Board of Supervisors:

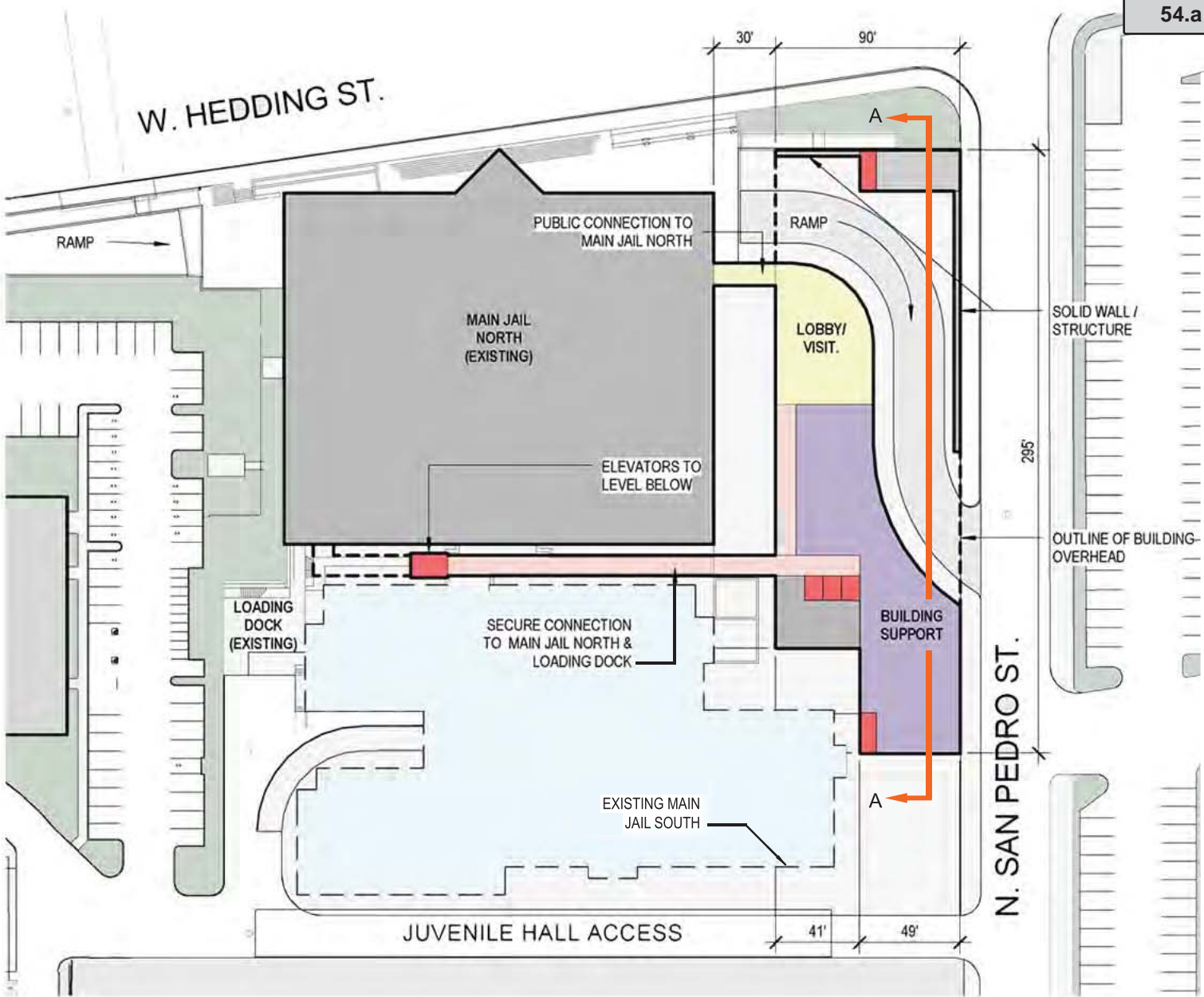
On June 9, 2015, the Board of Supervisors (“Board”) for the County of Santa Clara approved a resolution adopting a Mitigated Negative Declaration and Mitigation and Monitoring and Reporting Program and making related findings in accordance with the California Environmental Quality Act for the New Main Jail at 150 W. Hedding Street, San José (“Project”). Pursuant to Public Resources Code section 21152, the County filed a Notice of Determination with the Clerk-Recorder’s Office for the Project on June 9, 2015; the Notice of Determination was posted on that same day and remained posted for a period of 30 days (through July 9, 2015). The statute of limitations for challenging the Board’s action expired on July 9, 2015 and no challenges were filed.

Please contact Deputy County Counsel Elizabeth Pianca at 408-299-5920 if you have any questions or if our office can be of further assistance. Thank you.

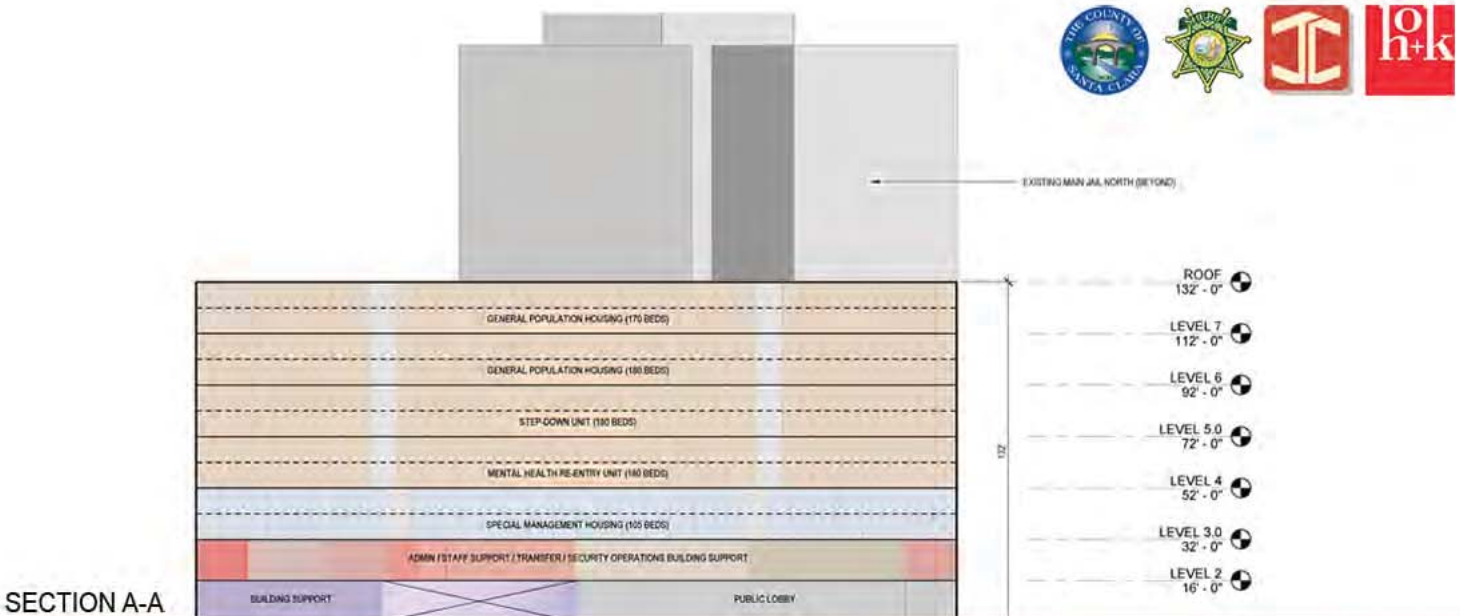
Very truly yours,

ORRY P. KORB
County Counsel

c: Elizabeth G. Pianca, Deputy County Counsel
Tony Filice, Budget & Public Policy Analysis, Office of Budget & Analysis
Edward Hwang, Assistant Civil Engineer, Facilities & Fleet Department

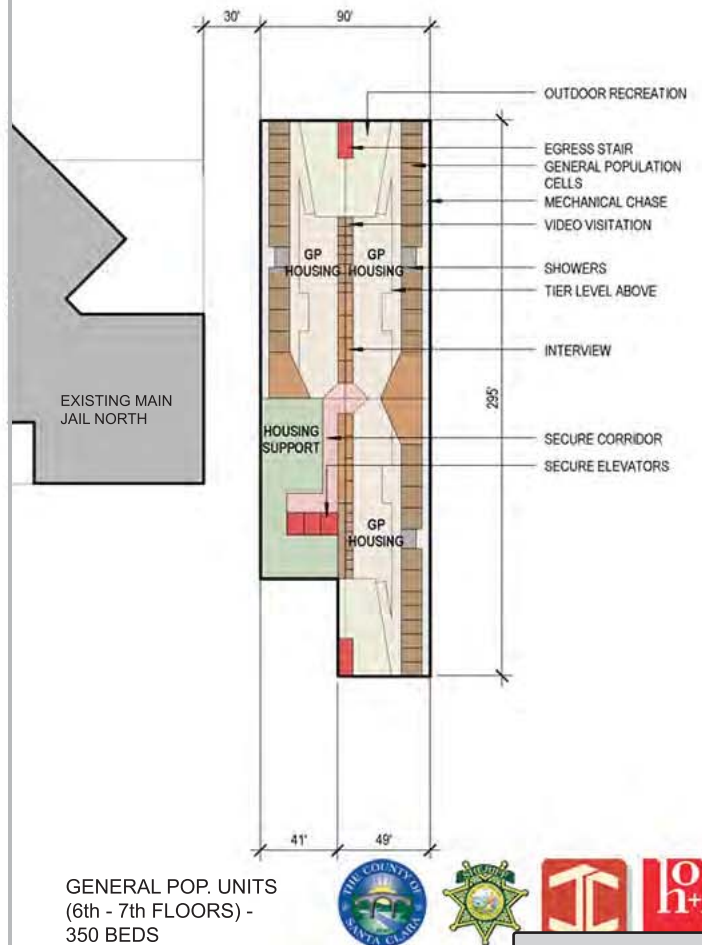
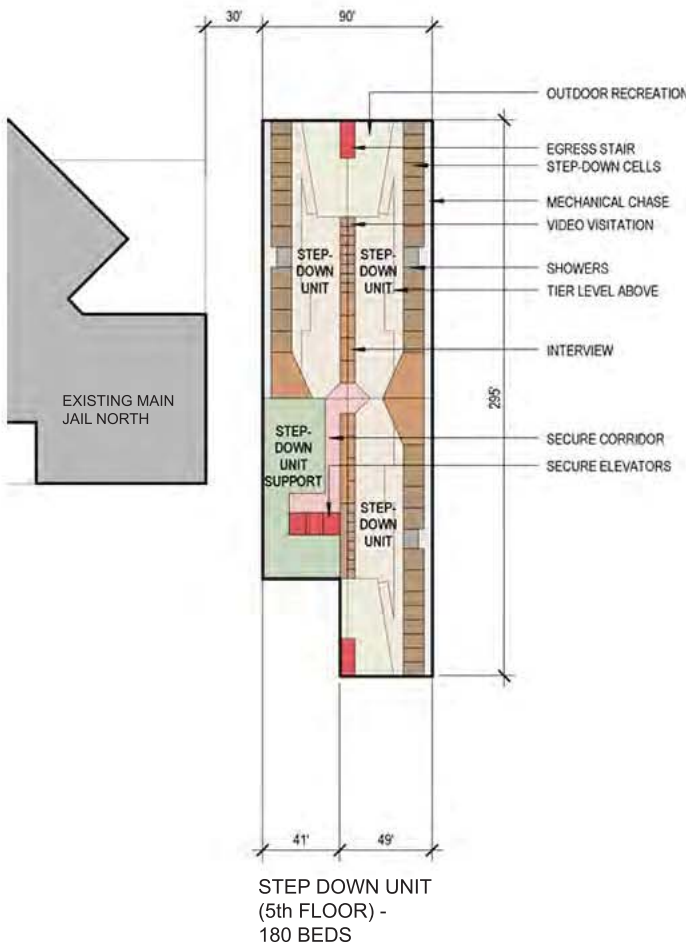
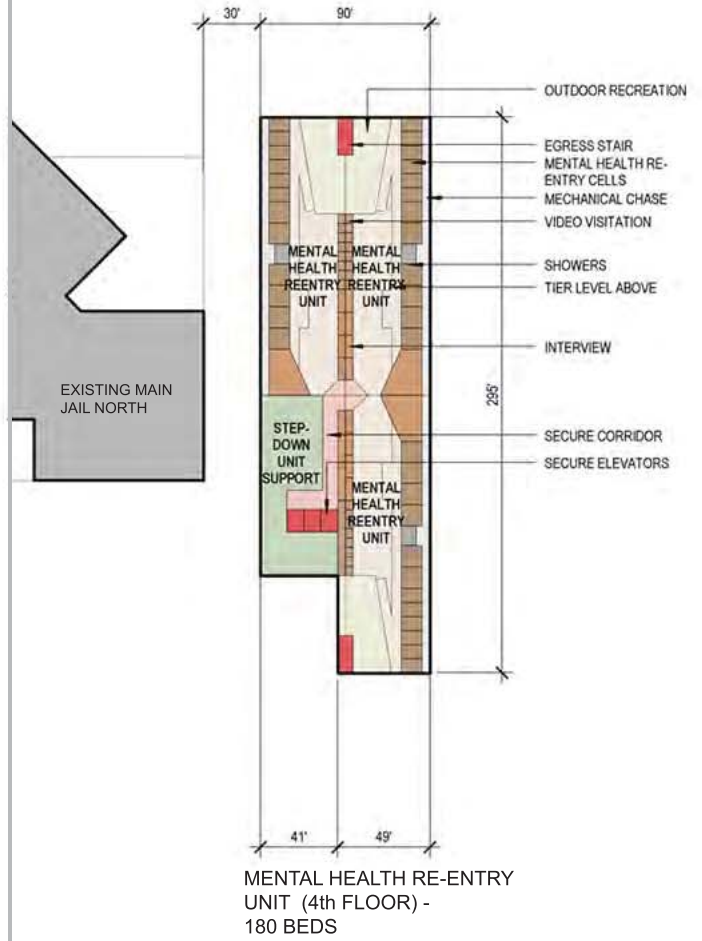
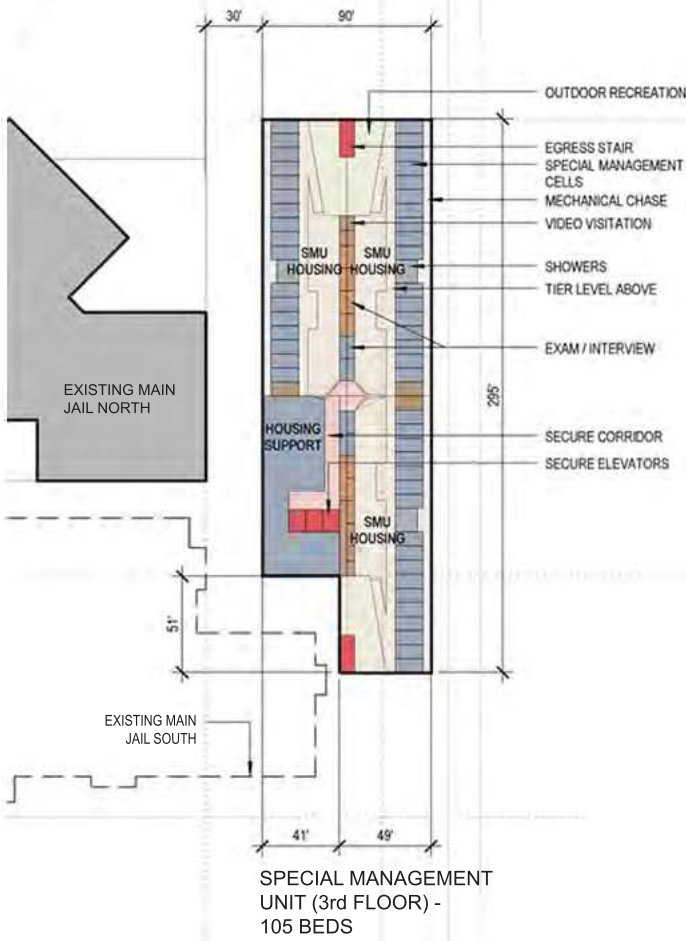


SITE PLAN / LOWER LEVEL PLAN



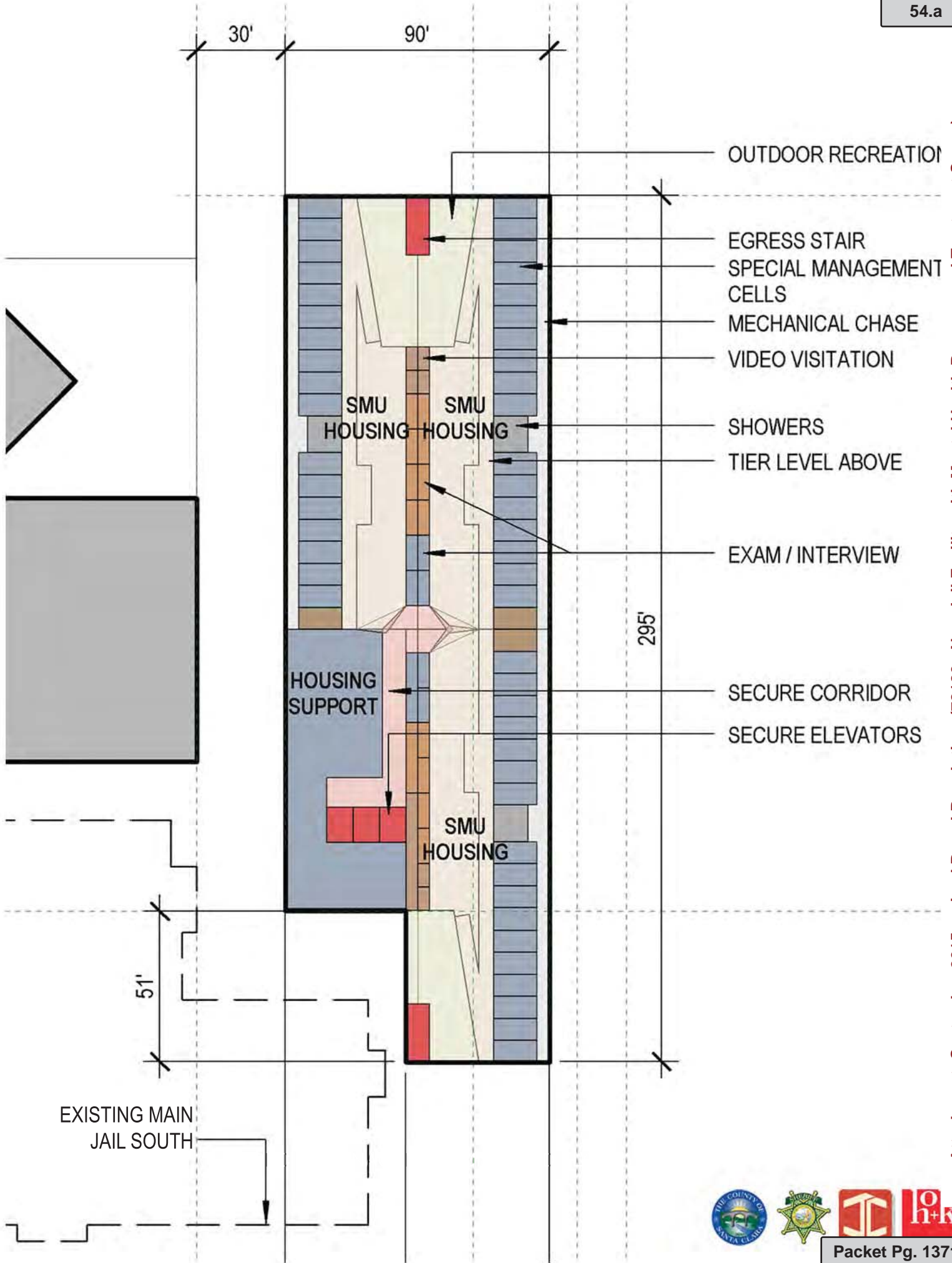
SECTION A-A

Attachment: September 2015 revised Board Resolution (78189 : New Jail Facility with Mental Health Program and Treatment Space)



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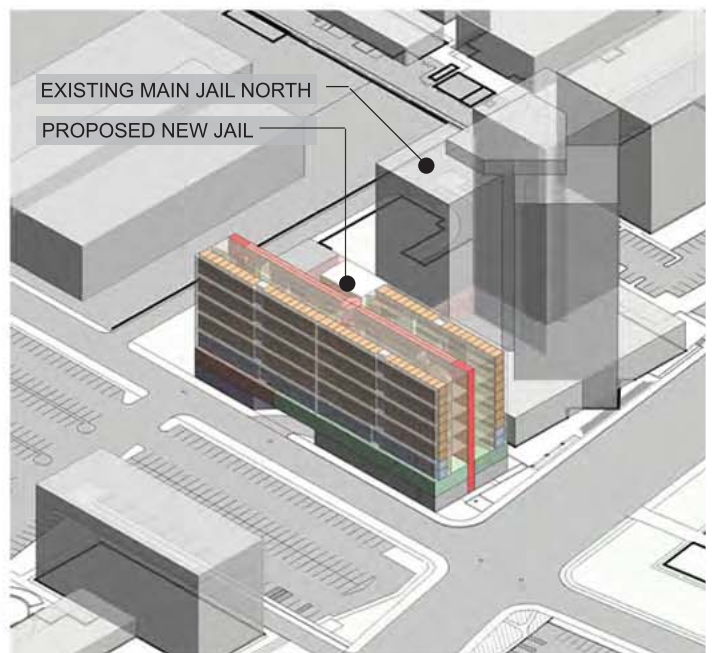




PERSPECTIVE VIEW FROM NORTHWEST



SOUTHWEST AXONOMETRIC



NORTHWEST AXONOMETRIC



County of Santa Clara
Office of the County Executive



74883

DATE: February 10, 2015
TO: Board of Supervisors
FROM: Gary A. Graves, Chief Operating Officer
SUBJECT: Jail Needs Assessment

RECOMMENDED ACTION

Consider recommendations relating to Department of Correction Needs Assessment/Facility Study. (Office of the County Executive)

Possible action:

- a. Receive report relating to Department of Correction Needs Assessment/Facility Study.
- b. Approve recommendation to move forward with pre-design work necessary for the County to submit a competitive application for State jail construction funding.
- c. Approve Project No. 263-CP15014, Design Main Jail South Tower.
- d. Approve Project No. 263-CP15015, Repairs to Main Jail North 8C Railing.
- e. Approve Request for Appropriation Modification No. 142 - \$950,000 transferring funds from the Capital Fund Holding Account CPHOLD within Fund 50 to the Facilities and Fleet Department budget relating to the Design of Main Jail South Tower and modification to Main Jail North Unit 8C. (Roll Call Vote)

FISCAL IMPLICATIONS

There is no impact to the General Fund as a result of receiving this report as the Capital Fund Holding Account has sufficient resources to fund the projects to address these emerging needs. If the Board approves funding for jail facility needs in the future, those one-time capital costs and the ongoing operational costs will vary depending on the individual projects.

REASONS FOR RECOMMENDATION

In June 2014, the Board of Supervisors awarded a contract to MGT of America (MGT) to conduct a needs assessment/facilities study of the Department of Correction (DOC). MGT executed a comprehensive review of our facilities and the many programs offered during the summer of 2014. The consultant team worked very closely with County staff, who were

extremely accommodating in sharing information and providing access to facilities in order to allow for this detailed assessment.

This assessment was commissioned in order to fully evaluate the impact of changing inmate population characteristics experienced over the last three years since the last jail needs assessment report was presented to the Board on January 10, 2012. The modification of sentencing standards and other changes associated with criminal justice realignment (AB-109) have resulted in a steady increase in the County's jail population, and longer sentences for many AB 109 inmates. Based on the changing demographics of the inmates currently held in our correctional facilities, there is a real need for additional maximum-security and high-medium security beds in order to provide a safe and secure environment for staff, inmates and the public.

In addition, the demand for medical services has also been increasing and is based on two main factors—the aging of the inmate population and the longer lengths of stay for the realignment population. Another related factor is the increase in the number of inmates in the jail that require mental health treatment. It is estimated that 25-30% of the inmate population have mental health issues that require daily medication. All of these factors impact DOC's ability to manage the jail population in an effective and safe manner. This assessment was also requested to ensure that the County is meeting the needs of the growing female population.

The age of many of the County's jail facilities and the changing population have contributed to the decline of several of our correctional facilities. Moreover several buildings may be nearing the end of their useful lives. Main Jail South, at its age and present configuration, needs continuous and increasing maintenance and repairs. The ongoing cost to maintain this building is high and the need to upgrade/renovate/replace it, is without question. The County's ability to replace or renovate Main Jail South is complicated by the shortage of maximum security housing throughout our jail system.

Next steps

The information in the assessment and the recommendations that the consultant has made are not a surprise as these issues have been identified in previous reports. The County has made some progress in addressing the needs in the Department of Correction but more work is clearly needed. Difficult financial circumstances have affected our ability to address all of the issues mentioned in this report in a compressed timeframe. As a result, the Administration plans to work with the Office of the Sheriff/Department of Correction to make specific recommendations as part of the FY 2016 Recommended Budget process.

At this point in time, the Administration plans to start work on the historic evaluation and the hazardous material study along with pre-design work necessary as part of the CEQA process if the County is to pursue State funding for new jail facilities. The complexity of siting a new jail tower facility next to Main Jail North and the potential costs require additional analysis before a determination can be made regarding how to proceed. The Administration will return to the Board for approval before applying for any State funding. Approval of Project

No. 263-CP15014, Design Main Jail South Tower, is important for the funding to be available to conduct this necessary work.

Building the proposed new tower to replace Main Jail South would allow the County to build 480 cells, which could allow the County to house up to 960 inmates if two inmates were housed in each cell. Given the preliminary nature of the proposal, the Administration does not yet have a projection of the number of the staff that would be necessary to operate the new facility, but recognizes that the staff in this new proposed facility would replace the staff currently working in a poorly designed and less efficient facility.

Questions have been raised about coordination of these projects with the ongoing efforts surrounding the Civic Center Master Plan. This would include use of the Richey site and working within the restrictions there. We are aware that everything being discussed will need to be coordinated and discussed in the context of how the Civic Center evolves and the planning will need to be comprehensive and thoughtful to make sure we make the best use of the property assets that exist here today.

The SB 863 Executive Steering Committee met on January 21, 2015 and it is not anticipated that a Request for Proposal (RFP) for new jail construction funding will be released before June 2015. The Administration is investigating whether in this round of State funding the State will require that the County transfer title to the property to the State as collateral for the funding along with trying to understand all other components of the State's application process.

Moving Forward to Address Existing Needs

The overall census of mentally ill inmates has continued to rise in the County Jails, particularly with respect to the serious mentally ill inmates, causing the census of mentally ill inmates to be at capacity, or over capacity on a regular basis. In 2014, the census on 8A was at capacity over 50% of the days, and was over capacity – i.e., seriously mentally ill inmates housed in the Medical Infirmary due to lack of beds on 8A – 28% of the days. Thus, more acute mental health beds are needed to insure that all inmates who meet the criteria for such services are afforded this care as mandated by Title XV.

As a result of increased mental health needs in our correctional facilities and the need for additional acute mental health beds, the Administration is recommending that the Board approve Project No. 263-CP15015, modifications to Main Jail North Unit 8C, so that funding can be allocated to make improvements on 8C to increase the number of acute mental health beds available to inmates in addition to inmates from other counties housed in our facilities pursuant to contracts reimbursing the County for their care. Railings are planned to be added to 8C to ensure a safe environment for all inmates housed in this mental health unit. The Administration believes this is an important priority given the needs outlined above and is working to understand the staffing implications of this modified use, which will be included as part of the FY 2016 Recommended Budget.

The Administration also is looking at several capital options to address issues the County has identified and which were called out in the assessment as well. The hardening of cells and replacement of windows in Main Jail North levels 4 and 5 will provide much needed

maximum-security beds on a shorter term basis than building a new Jail facility. This plan will increase maximum security housing by 192 beds, which is very important given the jail population changes. Funding to complete Elmwood M-1 is also being considered to help provide much needed medical management beds, which are in high demand.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

On January 10, 2012, the Administration presented a report related to the 2011 Local Jail Construction Financing Program, Assembly Bill 900 Phase II (AB 900). AB 900 was a state wide lease revenue bond financing program for construction or expansion of county jails. At that time, the Board voted not to move forward with this financing program, and directed Administration to continue gathering information for a future study session.

LINKS:

- [Linked To: 74715 : 74715](#)

ATTACHMENTS:

- [DOC response 010915 \(PDF\)](#)
- [Santa Clara FINAL Report \(PDF\)](#)
- [F85 142 \(PDF\)](#)

County of Santa Clara
Department of Correction

180 W. Hedding Street
 San Jose, California 95110-1772
 (408) 299-4005 Fax: (408) 288-8271



John Hirokawa
 Chief of Correction

January 6, 2015

To: Tony Filice, Budget and Public Policy Analyst

From: Chief John Hirokawa *JH1357*

Re: Response to *Final Report, Department of Correction Needs Assessment/Facilities Study*, December 2014

In July 2014 Santa Clara County selected MGT of America (MGT) to conduct a needs assessment/facilities study of the Department of Correction (DOC). To ensure that MGT received the necessary data and cooperation from the DOC, I assigned a retired employee with 25 years of DOC to act as the liaison between the DOC and MGT. This liaison meticulously reviewed and edited each draft of the report and assisted in the development of a formal response to MGT's preliminary draft report to ensure substantive accuracy of data, address issues of concern for the DOC relative to the conclusions and recommendations made by MGT, and to provide additional information or clarification that would assist in reporting the most precise assessment of the DOC's needs.

MGT was extremely responsive to the issues of concern raised by the DOC and based on MGT's cooperation and responsiveness, the DOC generally concurs with the conclusions and recommendations made in the final MGT report.

However, as with any report that contains a vast amount of information, we believe some of the conclusions and/or recommendations made in this report would benefit from additional information from the DOC that helps explain or clarify our perspective. As mentioned previously, the cooperation received by MGT in resolving most of the issues of concern during the preliminary draft stage have made this report acceptable to the DOC.

The following is a summary of the additional information that the Department of Correction would like to provide that would help clarify our opinion of the conclusions and recommendation made in this report:

Board of Supervisors: Mike Wasserman, Dave Cortese, Ken Yeager, S. Joseph Simitian, Cindy Chavez
 County Executive: Jeffrey Smith

Attachment: DOC response 010915 (74883 : Jail Needs Assessment)

- **MGT report: – Executive Summary and Capacity Requirements sections**

Page 6 - The SO/DOC has enough beds to manage its total population up until 2029, however, it doesn't have a sufficient number of beds currently in every custody/security classification category.

Page 7 – Female Capacity shortfalls. The shortage of female medium security beds could be rectified by housing some medium security inmates in excess high-medium security beds at Elmwood.

Page 120 – Table 5-10 Male Beds Excess/Shortage with Reduction Space Requirements

Page 120 – Table 5-13 Future Female Bed Space Requirements

As a result there appears to be no need to construct any new beds for female inmates.

DOC response: We agree that DOC currently has a shortage of and immediate need for maximum security beds. This shortage is projected to grow through 2034. We also agree that this problem for male inmates is best resolved with the construction of a new maximum security jail. However, we disagree with any inference in this report that classifying male inmates solely based on the severity of their charges is the cause of this shortage. Although inmates are classified according to their charges they do not occupy maximum security beds; therefore, MGT's recommendation that at least one-half of these offenders could be reduced to a high-medium or medium custody level is misleading. Absent clarification regarding the difference between classification for movement purposes compared to housing purposes any reader of this report would infer that all maximum level inmates occupy a maximum security bed and therefore contribute to the shortage of maximum beds. Nevertheless, the final conclusion by MGT on the shortage of maximum security beds (Table 5-10) is accurate because MGT did not include those inmates solely classified as maximum due to their charges in their final final estimate/calculation of the maximum security bed shortage.

We have grave concerns about the statement that there is no need to construct any new beds for female inmates. The DOC has a current shortage of female maximum security beds which has created problems. We believe that the MGT report failed to show the connection between its capacity calculations and the other sections of the report that stress the issues that contribute to a problem with future female bed capacity. In Table 5-13, MGT projects a shortage of 7 maximum security beds and MGT's only recommendation for the DOC is to harden and upgrade high-medium security beds to address this shortage.

The connection that is lacking in this report is the fact that MGT is calculating the beds in the W1 building at the Elmwood Correctional Center for Women, which
 Board of Supervisors: Mike Wasserman, Dave Cortese, Ken Yeager, S. Joseph Simitian, Cindy Chavez
 County Executive: Jeffrey Smith

was previously closed due to budget reductions and has no budgeted staffing. Due to population growth, DOC had to reopen this building using overtime and is

currently housing 24 maximum security female inmates and 82 medium security female inmates. However, W1 was closed previously due to its condition and, as noted in their findings on page 108 and page 312, MGT agrees that several buildings have outlived their useful life. MGT specifically states on page 108, "W1 at Elmwood is poorly configured and also eventually should be replaced" and on page 312, "It should be demolished to make room for expansion as part of the long term Elmwood Comprehensive Facilities Master Plan". The facts that DOC closed this building 10 years ago and that MGT recommends it be replaced supports our viewpoint that the calculations by MGT in the capacity section should have considered the deficiencies and projected future female bed space should these beds be taken off line once again due to the condition of the building. If MGT had fully analyzed the situations with the women's facility, the maximum security shortage would be 31 and there would be no available excess high-medium security beds, but rather a shortage as well.

- **MGT report: Page 13 – Public Safety Realignment**

Throughout MGT's review of public safety realignment, it was noted that it has had a dramatic impact on the Department of Correction.

DOC response: After MGT's assessment of public safety realignment, the DOC has seen a plateau in the AB109 inmate population. However, the AB 109 inmates are more sophisticated than the sentenced misdemeanor inmates we have dealt with for long term housing in our jails. This requires increased security housing and supervision. The Average Length of Stay has increased from 157 days on November 1, 2011 to 216 days on December 30, 2014.

- **MGT report: Page 44 – Jail Population Analysis and Projections**

The data collected by MGT on the number of inmates assigned to a Medical Bed from 2008 to 2014 is accurate but does not reflect the number of inmates placed in general population that require infirmary placement.

DOC response: MGT quickly noted the discrepancy between staff interviews stating DOC was struggling with the lack of medical beds and the absence of data to support this need. MGT is to be commended for spending the additional time listening to staff explain the situation and for taking the necessary steps to accurately capture and clarify this issue in the report regarding the reasons that the data appears inaccurate and incomplete. To address this issue, MGT recommends the 66 bed M-1 unit at Elmwood be brought online as soon as possible and we agree. Steps are being taken by Medical staff to capture these numbers in the future.

- **MGT report: Page 72-79 – Programs**

A wide variety of programs are offered to inmates and a significant number of them participate in those programs.

Page 74 – Many studies have shown that placing low risk inmates in intensive programming with high risk inmates can have a negative impact on low-risk offenders by increasing their likelihood of reoffending.

DOC response: The DOC worked closely with MGT to clarify the intended meaning of risk in this section. DOC was concerned that readers would be confused with the terms “low risk” and “high risk” to mean that it was referring to the classification of the inmate and that minimum security inmates would be mixed with maximum security inmates. In the revised draft, MGT explains in the Executive Summary that they define “high risk” as those who are at the greatest risk of re-offending once released. They also added that inmates assigned to a housing area may have the same level of custody classification but could have many different levels of program needs and different levels in their risk to re-offend. We are very satisfied with the with the additional information that MGT added, and expect that there will not be any confusion as to the intended meaning.

- **MGT report: Page 80-86 – Reentry Programming**

Page 81 Weaknesses:

Many of the programs offered at Elmwood and RRC are not considered evidence-based.

DOC response: There was some discussion with MGT about evidence-based programming; however, MGT’s opinion is based more on the various studies and research on evidence-based programs and not on anecdotal evidence, therefore, their final report indicates our programs are not evidence-based. We do not concur with this assessment, we believe the following information will help clarify and expand on the subject and provide our perspective.

Research reflects that no universal definition exists for the term “evidence-based program.” Evidence-based is often used synonymously with research-based and science-based programs. Other terms commonly used are promising programs, model programs, effective programs and exemplary programs. Each of these terms has a different meaning and each is defined differently by the various organizations utilizing them. There are at least 23 organizations that have created criteria to rate program effectiveness.

The Substance Abuse and Mental Health Services Administration (SAMHSA) uses the term ‘science-based programs’ and defines them as ‘programs which have been

reviewed by experts in the field according to accepted standards of empirical research.'

Reviewers of SAMHSA's National Registry of Evidence-Based Programs and Practices use criteria to measure the quality of research and readiness for dissemination. They look at the following quality of research criteria: reliability, validity, fidelity, attrition and missing data, potential confounding variables and appropriateness of analysis. The readiness for dissemination criteria includes availability of implementation materials, training and support resources, and quality assurance procedures.

Although there appears to be a widespread movement towards evidence-based programs and practices, there is also some skepticism. There are some concerns that –

1. Evidence-based programs and practices do not take into account professional experience of practitioners.
2. Evidence-based programs and practices do not exist for all identified needs or for all target populations.
3. Researching programs in order to define them as evidence-based is very expensive.
4. Implementing evidence-based programs can be very expensive.
5. Providers may not have the capacity to implement an evidence-based program.
6. Providers may believe that adaptation is needed for program success.

Research also reflects that of the 600 programs reviewed by SAMHSA, only 11 programs were found to be effective. The National Registry of Evidence-based Programs and Practices, examined 1100 programs in substance use and mental health disciplines and only found 150 to be effective. This shows that most programs in the prevention field have not been sufficiently researched to draw conclusions.

Keeping this in mind, the DOC Programs staff evaluated the curriculum of all classes offered to Elmwood and Main Jail programming inmates and concluded that the curriculum taught in all program classrooms is evidence-based and meets the standard of an evidence-based curriculum. The curriculum must be grounded in research, include ongoing evaluation, and be aligned with state standards.

- **MGT report: Page 80-86 – Reentry Programming**

Page 82 Weaknesses:

With the exception of coordination between Valley Health staff in the jail and in the community, there is no in-reach into the jail, which means that key reentry planning is

Board of Supervisors: Mike Wasserman, Dave Cortese, Ken Yeager, S. Joseph Simitian, Cindy Chavez
County Executive: Jeffrey Smith

unable to occur or is delayed until release, including: enrollment/re-enrollment in benefits and assessment for post-release programming, sharing of information between supervising agencies and treatment providers before release, lack of transition plans for release, and services not lined up prior to release (e.g. housing, treatment, health, employment).

DOC response: With regards to inmate programs, there is a difference of opinion between MGT and DOC as to the amount of in-reach taking place in the jail. We believe this difference of opinion could be based on different interpretations of “key reentry planning.” The following is a summary of key services provided by DOC that we consider part of reentry planning.

The DOC is proud of the fact that many agencies are allotted space within the jail to provide services to the inmates effectively and efficiently. At the Elmwood facility, Probation has a designated office for the exclusive use of Probation Officers. The Public Defender’s Office has four offices that are used by their staff. The local school district, Milpitas Unified School District Adult Education, has been allotted an entire section in a building for their teaching and office staff. The Catholic Charities and CIC Ministries are also provided with space in the Elmwood Men’s, Women’s and Main Jail facilities.

In addition, the jail allows more than 500 volunteers to come into the jails to provide services, complete assessments, establish pre-release relationships, and develop effective transition plans. Through the Dependency Court, several Mentor Parents are cleared to come into the facilities with long term 2 year clearances. With this clearance, Mentor Parents are able to enter the facility and visit their clients at their own convenience without any pre-planning or coordination. Several Rehabilitation Counselors assigned to the Department of Behavioral Health access the jails with long term clearances and are able to meet their individual clients as needed. This same clearance privilege is extended to the Veterans Administration, the County Veterans Office and many other agencies.

- **MGT report: Assessment of Other Areas**

Page 227 – Other MGT consultants also observed these officer groupings at locations away from the units where officers were assigned to supervise. MGT notes that this was our team’s observations during a significant portion of the times we toured the jails. These observations have the impression that officers are not in the pods on a routine basis.

Recommendation: *As noted in the narrative of this report, officers throughout the jails were observed grouping at central locations outside of the housing units they were assigned to supervise. These locations are typically the building/unit officer’s station which is outside the inmate housing pods/dorms...It is recommended that SO/DOC administration review this issue and implement efforts to have supervisors more directly supervise officers to ensure that they are actually stationed inside the units they are assigned.*

DOC response: It should be noted that the needs assessment of DOC was completed by a variety of experts sent to interview and observe staff, yet these comments are only found in the Prison Rape Elimination Act (PREA) assessment of this report. This portion focused on the DOC's compliance with PREA standards, and was not part of the staffing analysis.

DOC agrees that more supervision is necessary, however we believe this assessment provides a very limited view of the DOC and the issues it faces relative to staffing. A proper assessment of the issues facing jail staffing can be found in the MGT report under the section on Jail Staffing from pages 177 – 214, which is written by a staffing expert and not a PREA expert. This section includes a high-level assessment of staffing requirements to provide an overall description of the demands facing the SO/DOC.

We recognize that occasionally during the shift staff may change post assignments to meet operational needs such as an unscheduled transport of an inmate, training, or emergencies. Officers may have to provide security and services to several pods on a rotating basis to cover the temporary absence of staff which may prevent the officer from remaining stationed inside the unit. Under the staffing assessment of the MGT report, it states that a review of staff work schedule patterns indicates that the available officers are appropriately scheduled throughout the day and week in a balanced manner to best address workload responsibilities.

This staffing section also makes the following recommendations that support some of the issues the DOC is facing while operating with an average of approximately 48 fewer officers than authorized:

- Fill existing vacant authorized sergeant positions to enhance on-site staff and operational supervision at both facilities. Sergeant positions are insufficient when taking into account the fact that the day-watch sergeants have the added responsibility of meeting most of the day-watch commander responsibilities.
- Hire additional correctional officers to significantly reduce the gap between the authorized and actual staffing levels.

CC: John Mills, Deputy County Executive

COUNTY OF SANTA CLARA
REQUEST FOR APPROPRIATION MODIFICATION
FISCAL YEAR = 2015

F - 85
Page 1 of 1

21.c

Agency/Department Name: Facilities & Fleet Department							Fiscal Year 2015	
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Line #	Description	Fund	Superior Fund Center	Cost Center	General Ledger Account	Funded Program/ Employee Class	Revenue	Expenditure
1	Capital Projects Svs and Supplies -	0050	0263	2516	5530200	P263CP15014		690,000.00
2	Capital Projects Svs and Supplies -	0050	0263	2516	5530200	P263CP15015		260,000.00
3	Capital Projects Svs and Supplies -	0050	0263	2516	5530200	P263CPHOLDG		(950,000.00)
4								
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16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26	Transfer from trust fund (Fund # _____)							
27	Transfer from fund balance (Fund # _____)							
28	Others - Describe:							
29								
30	Total forwarded from other pages (Page ____ to ____)							
TOTAL							0	0

REASON FOR REQUEST: (Require to check one and indicate brief description)
 Re-appropriate prior year unspent expenditures (one-time)
 Others: Funds transfer
Brief Description: Transfer funds from CPHOLD into FAF Project CP15014-Design Main Jail South Tower and FAF Project CP15015-Repairs to Main Jail North 8C Railing.

OBA Log		Prepared By :	
F 85 Number: 142		Name (print): Andy Walker	
		Telephone: 408-993-4636	
		Clerk of the Board	
PBF Form Instance(s) ID		Approved by the Board of Supervisors	
CMB Form ID#(s): 6423		Clerk of the Board	
IC Form ID#(s):		By: _____ Date _____	

Attachment: F85 142 (74883 : Jail Needs Assessment)

NOTICE SCHEDULED PREA AUDIT

The **Santa Clara County Jail – Main Jail Complex** will be undergoing an audit for compliance with the United States Department of Justice's National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act (PREA) for Adult Jails/Prisons Facilities **October 19 – October 22, 2015.**

Any correspondence received will be managed confidentially, in accordance with the PREA Standards.

Any person with information relevant to this compliance audit may confidentially* correspond with the auditor via the following address:

Eric Woodford
P.O. Box 732
Benicia, CA 94510-0732

*CONFIDENTIALITY – All correspondence and disclosures during interviews with the designated auditor are confidential and will not be disclosed unless required by law. There are exceptions when confidentiality must be legally broken. Exceptions include, but are not limited to the following:

- if the person is an immediate danger to her/himself or others (e.g. suicide or homicide);
- allegations of suspected of child abuse, neglect or maltreatment;
- in legal proceedings where information has been subpoenaed by a court of appropriate jurisdiction.

Req # 40022424

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4400006474	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	6/29/2015
Maximum Financial Obligation (Prior to this Amendment):	\$ 28,000.04	Amended Maximum Financial Obligation (If dollar amount is changing):		\$ 33,675.04	
Current Agreement End Date:	08/31/2017	New Agreement End Date:			

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	H	0240	5255100	3400	5,675.00		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Correctional Consulting Services, LLC
Contact Person:	Eric Woodford
Street Address *:	P.O. Box 732
City, State, Zip *:	Benicia, CA 94510-0732
Telephone Number *:	(707) 333-8303
Email Address *:	eiv@comcast.net
SCC Vendor Number (As Assigned In SAP):	1035222

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

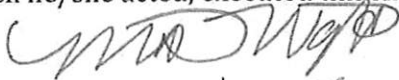


COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

County of Santa Clara

Agency / Department: Office of the Sheriff - Custody Bureau Department Number: 0240
Program Manager or Contract Monitor Name: Captain Kevin Heilman
Street Address: Main Jail South - Administration, 180 West Hedding Street
City, State, Zip: San Jose, CA 95110
Telephone Number: (408) 808-3643
Fiscal Contact (Accounts Payable Contact): Vivian Nguyen
Contract Preparer: Cham P. Pham

Signatures

Amendment is not valid until signed by Contractor and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:  Date: 6/25/15
Agency/Department Fiscal Officer:  Date: 6/25/15
Contractor: ERIC WOODFORD Digitally signed by ERIC WOODFORD
DN: cn=ERIC WOODFORD, o=CONTRACTORAL CONSULTING
SERVICES LLC, ou=ERIC WOODFORD, email=eric@contractor.com, c=US
Date: 2015.06.25 11:25:13 -0700 Date: 06/25/2015
County Authorized Representative:  Date: 6/29/2015
(Procurement Department, Board of Supervisors, or Delegated Authority)
County Counsel: _____ Date: _____
(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.)
Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.
Office of the County Executive: _____ Date: _____
(Signature required when Board approved contract by a Delegation of Authority)
Attest Clerk of the Board: _____ Date: _____
(Signature required when Board approved contract)

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement

Amend Term of Agreement

Or see Attachment _____ as incorporated by this reference

✓ **Amend Contract Specifics**

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Replace Attachment A with Attachment A-1.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 28,000.04
B.	Amount of increase or decrease: (Explain below)	\$ 5,675.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 33,675.04

Explanation of increase / decrease (include new payment terms if applicable):

Payment provision for Corrective Action was inadvertently omitted from the original Agreement and the configuration of Main Jail and Elmwood Men's Facility will require more on-site audit time.

Please see revised Payment Schedule in Attachment A-1.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Amend Standard Provisions

Add the following provision:

SURVIVAL:

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Record Retention and Indemnity, shall survive termination or expiration.

Or see Attachment _____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 1,000.00
Financial obligation in current fiscal year:	\$ 6,000.04
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 33,675.04

Insurance

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

ATTACHMENT A-1
Agreement with Correctional Consulting Services, LLC

SCOPE OF SERVICE

I. AUDIT OF CORRECTIONAL FACILITIES

Contractor shall audit all Santa Clara County jail facilities for compliance with the Federal Prison Elimination Act (PREA) standards pursuant to 28 C.F.R. § 115.401 to 115.405. The facilities to be audited include:

- Elmwood – CCW (Women’s Facility)
- Elmwood – Men’s Facility
- Main Jail

All audits, including any Corrective Action work and submission of the Final Audit Report, shall be completed by August 30, 2017. Contractor is responsible for scheduling all work to ensure that the audit of all facilities is completed by August 30, 2017.

II. AUDIT REQUIREMENTS

The PREA audit of each facility shall be comprised of the following components and will be deemed complete upon the County’s receipt of the Final/Interim Audit Report:

1. **PRE-AUDIT**

- 1.1 The contractor will provide the PREA Manager and/or Coordinator with contact information no later than 65 days prior to audit to allow facility to post notice of audit 60 days prior to audit.
- 1.2 The pre-audit will include access to documents via uploading of documents into the pre-audit questionnaire as well as answering questions. Agency/Facility questionnaire will be provided to the contractor no later than 60 days prior to the audit. The contractor will complete the following:
 - Review questionnaire
 - Coordinate with and interview PREA Administrator and Facility PREA Coordinator
 - Contact Victim Advocacy Groups/SANE at hospital (phone numbers and contact information will be provided by Office of the Sheriff)
 - Review agency policies/documentation and determine compliance with PREA standards
 - Coordinate travel, tour, schedule and interviews

2. **ON-SITE AUDIT**

- 2.1 The on-site audit timeline is based upon facility population and review of documents. During the audit, the Facility PREA Coordinator will be available to assist and coordinate meetings, tours, and obtain additional documents. The

Office of the Sheriff will provide a room for the contractor to use with access to a telephone, fax machine, and computer with internet access. The contractor may bring in his own computer only with prior approval of the facility director.

2.2 The Office of the Sheriff staff will provide documents, reports or lists of offenders/staff/contractors for interviews; provide a tour; provide a room to conduct interviews of staff/offenders/contractors.

2.3 Contractor shall complete the following:

- a) Tour of facility
- b) Re-tour as needed
- c) Conduct interviews of the following:
 - Director/Administrator
 - Random staff
 - Specialized staff
 - Contractors
 - Random offenders
 - Specific offenders (youthful, disabled, limited English proficient, transgender/inter-sex/gay/bi-sexual, offenders in segregated housing for risk of sexual victimization, offenders who reported sexual abuse/assault and offenders who disclosed sexual victimization during screening/assessment)
- d) Review investigative paperwork
- e) Review grievances/COPD documents
- f) Screen forms and counseling records/documentation
- g) Review background, training and personnel records
- h) Review Standards compliance
- i) Client interviews 15 minutes to 1 hour per client
- j) Random staff interviews 20-40 minutes per staff member

2.4 The PREA Administrator will assist with coordinating interviews of staff located outside of the facility. These include:

- Executive Director
- Inspector General, if requested
- Human Resources Administrator(s)
- OIG Victim Rights Coordinator
- Diagnostic Manager, Supervisor or Programmer
- Step III Grievance Officer, if requested
- Contract Administrator
- Medical/Mental Health/SOTMP Administrative staff, if requested
- Data collection (PREA Program, Office of Planning and Analysis)

- Others as deemed necessary

If the aforementioned staff is unavailable due to location, staff may be interviewed by telephone. In the event of emergency or previously scheduled time out for court/leave, a designee will be made available. Follow up with the primary staff can be scheduled at a later or earlier time as well.

3. POST-SITE WORK:

Contractor shall complete all necessary work to ensure that the Final/Interim Audit Report is completed and submitted to County within 30 days of the On-Site Audit. Post-site work shall include, but is not limited to:

- Reviewing documents
- Interviewing staff to clarify issues
- Reviewing standards
- Communicating with facility, agency, and outside advocates
- Writing the report
- Working with PREA Administrator and Facility PREA Coordinator to determine all necessary corrective actions to ensure compliance with PREA standards

4. FINAL/INTERIM AUDIT REPORT

4.1 Contractor shall submit a Final Audit Report to the County within 30 days of completing the On-Site Audit. In the event that Contractor determines that the facility does not meet one or more standards, the report will be considered an “Interim Report,” triggering a 180-day corrective action period.

4.2 The Final/Interim Audit Report must comply with the standards set forth under 28 C.F.R. § 115.403 Audit Contents and Findings:

4.2.1 Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.

4.2.2 Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.

4.2.3 For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings:

- Exceeds Standard (substantially exceeds requirement of standard)
- Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period)
- Does Not Meet Standard (requires corrective action)

The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.

- 4.2.4 Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
- 4.2.5 Contractor shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.

III. CORRECTIVE ACTION

In the event that the audit report as described in Section II-4 above includes a finding of "Does Not Meet Standard" on one or more standards, a 180-day corrective action period shall automatically commence to allow the facility to take corrective action and meet all required standards.

1. Immediately after the finding, Contractor shall work with the PREA Administrator and Facility PREA Coordinator to jointly develop a correction plan to achieve compliance.
2. Contractor shall take all necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
3. Contractor shall work with and cooperate with the PREA Administrator and Facility PREA Coordinator to ensure that the corrective action plan is being followed to achieve compliance.
4. After the 180-day corrective action period ends, Contractor shall issue a final determination as to whether the facility has achieved compliance with the standards requiring corrective action and submit the Final Audit Report to the County.

IV. RECORD RETENTION

1. Contractor shall be responsible for retaining and preserving all documentation relied upon in making audit determinations. This includes both documentation relied upon in finding that a facility does not comply with a standard, as well as documentation relied upon in finding that a facility does meet or exceed a standard.
2. Contractor shall retain and preserve all documentation for a minimum of 15 months following the issuance of the Final Audit Report. Such documentation shall be provided to the Department of Justice upon request.

AUDITOR QUALIFICATIONS (28 C.F.R. § 115.402)

1. All facility audits shall be conducted by:
 - a) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government).
 - b) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or
 - c) Other outside individuals with relevant experience.
2. All auditors shall be certified by the Department of Justice.
3. No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
4. The County shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the County's retention of the auditor, with the exception of contracting for subsequent PREA audits.

PAYMENT SCHEDULE

Contractor shall be paid \$100 per hour for all off-site work such as document review, pre-audit phone contacts prior to and after the site visit, writing and finalizing all reports, etc.

Contractor shall be paid \$125 per hour for all on-site work (site visit). Contractor shall not charge per diem or mileage fees.

County will not pay late payment charges or fees.

Contractor shall invoice the County up to a maximum of \$8,500 after the completion of each audit and the County's receipt of the Final Audit Report or Interim Report, whichever is applicable. If Corrective Action is required, Contractor shall invoice the County up to a maximum of \$3,225 after the County's receipt of the Final Audit Report.

Contractor shall submit an invoice that includes a breakdown of all work conducted, including the number of hours worked for each audit-related work.

Fee Schedule:

Completed audit of the Elmwood-CCW facility.....	\$7,000.00 maximum
Corrective Action for Elmwood-CCW facility (if required).....	\$3,225.00 maximum
Completed audit of the Main Jail facility	\$8,500.00 maximum
Corrective Action for Main Jail facility (if required).....	\$3,225.00 maximum
Completed audit of the Elmwood-Men's facility.....	\$8,500.00 maximum
Corrective Action for Elmwood-Men's facility (if required).....	\$3,225.00 maximum
Maximum amount to be paid to Contractor	\$33,675.00

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name:	Eric Woodford		
Purchase Order Number:	4400006474		
Agency/Department Name:	Office of the Sheriff - Custody Bureau	Department No:	240
Brief Description of Services:	The contractor will audit the Santa Clara County Main Jail (North and South) and Elmwood Detention Facilities for compliance with Federal Prison Rape Elimination Act (PREA) standards.		

Maximum Financial Obligation

The maximum amount payable to this contractor under this agreement shall not exceed: \$ 28,000.00

Term of Agreement

Start Date: 05/19/2014 End Date: 08/31/2017
 (When left blank, start date will be the date executed by Authorized County Representative)

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code optional)
Line 1	H	0240	5255100	3400	28,000.00		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Business Name	Correctional Consulting Services, LLC
Contact Person	Eric Woodford
Street Address	P.O. Box 732
City, State, Zip	Benicia, CA 94510-0732
Telephone number	(707) 333-8303
Email Address	eiw@comcast.net
SCC Vendor Number (SAP)	1035222

* To be completed for Independent Contractors Only - DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

County of Santa Clara

Agency / Department	Office of the Sheriff - Custody Bureau
Program Manager or Contract Monitor Name	Captain Kevin Heilman
Street Address	Main Jail South, Administration, 180 West Hedding Street
City, State, Zip	San Jose, CA 95110
Telephone number	(408) 808-3543
Fiscal Contact (Accounts Payable Contact)	Vivian Nguyen (408) 808-4967
Contract Preparer	Michelle Sandoval (408) 808-3634


COUNTY OF SANTA CLARA - SERVICE AGREEMENT


SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the insurance waiver information (Section VIII, Part B) of this form is true and correct. For independent contractors, a certificate demonstrating appropriate insurance is required before work may begin.

SIGNATURES


Contract is not valid until signed by Contractor and County's authorized representative. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority.

Contractor:  Date: 5/13/14

County Authorized Representative:  Date: 6/3/2014
(Procurement Department, Board of Supervisors, or Delegated Authority)

Agency/Department Manager:  Date: 5/21/14

Agency/Department Fiscal Officer:  Date: 5/23/14

County Counsel:  Date: 5/22/14
(Signature required when the Standard Provisions language (Section VI) is changed, or for IT Services pursuant to Board Policy 5-3.5-2-4, or when contract was approved by a delegation of authority from the Board)

Office of the County Executive: _____ Date: _____
(Signature required when Board approved contract by a delegation of authority)

Attest Clerk of the Board: _____ Date: _____
(Signature required when Board approved contract)

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown. No

Training: Will the County instruct the contractor on how to do the job or pay for external training? No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? Yes

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? Yes

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions - answer YES. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before, answer NO. No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect). No

Enter below the business license number and the city/entity where issued.

Bus. Lic. # 07BUS-00336 Issued by: City of Benicia

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V. No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. No

If at least 3 of the above questions were answered "NO," Contractor is an Independent Contractor.

If 5 or more of the above questions were answered "YES," Contractor is a Dependent Contractor, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate - Federal Form W-4; State Withholding Form DE-4; Determining PERS Eligibility and PERS Member Action Request. Visit www.sccba.org for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: JS Reviewed by Dept. Fiscal Officer: VR

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

During the term of the contract, the contractor shall audit one third of the Santa Clara County Sheriff's Office Custody facilities for Prison Rape Elimination Act (PREA) compliance each year. The first audit shall be completed prior to August 20, 2014. The contractor's audit report shall be submitted to the U.S. Department of Justice by August 20, 2014. The second, third and fourth audits shall be completed before August 20, 2015, August 20, 2016, and August 20, 2017, respectively. Additionally, the contractor's second, third, and fourth year audit reports shall be submitted by August 20, 2015, August 20, 2016, and August 20, 2017, respectively.

The contractor shall provide guidance to the PREA Manager and/or PREA Coordinator during the PREA pre-audit period. Audits will consist of a facility tour, additional document review, staff interviews, and inmate interviews and will follow U.S. Department of Justice rules/guidelines. The contractor will respond to each PREA measure on the Auditor Compliance Tool based upon the review of agency policies, review of documentation, review of data, interviews with staff and inmates, and facility tours. The contractor will upload additional documentation gathered on-site and determine compliance for each PREA standard and provide commentary with justification for each decision after each audit and submit an audit summary of final report. The contractor will meet PREA audit deadlines during the term of the contract.

Or See Attachment incorporated by this reference

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

See Attachment A.

Or See Attachment A incorporated by this reference

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

The contractor shall comply with US Department of Justice standards for PREA auditing, meet all audit deadlines, and submit final reports in a timely manner. To the extent possible, the contractor shall assist Office of the Sheriff staff with PREA compliance issues and/or findings during each audit prior to submitting a final report.

Or See Attachment incorporated by this reference

D. PAYMENT SCHEDULE

Audit fee per facility is \$125 per hour - no per diem or mileage charged while contractor conducts site visit; \$100 per hour for document review, pre-audit phone contracts prior to and after the site visit, writing and finalizing all reports; the same fee schedule applies in the event of a Corrective Action Plan proposal and execution. Maximum financial obligation to the Office of the Sheriff will not exceed \$7,000 per facility/audit.

Note:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Or See Attachment incorporated by this reference

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel.

A. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts, and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

II. NON-DISCRIMINATION

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- OR -

Alternate Non-Discrimination Language Attached As Exhibit [redacted], incorporated by this reference.
(Requires County Counsel Approval)

I. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

- OR -

Alternate Termination Language Attached As Exhibit [redacted], incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8-ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County responds to the CPRA request. If Contractor fails to obtain such a remedy before the County responds to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users, and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users, and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

No

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Yes

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

No

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

B. State Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor's terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI— Standard Provisions.

Exhibit Name(s) Exhibit 1- PREA Auditor Certification

The Exhibits named above are attached and incorporated by this reference.

Attachment A
Correctional Consulting Services, LLC

Project Timeline:

The initial pre-audit will be conducted beginning upon full execution of this document. The on-site audit will be conducted beginning Monday, July 21, 2014.

PHASE I – PRE-AUDIT:

The contractor will provide the PREA Manager and/or Coordinator with contact information no later than 65 days prior to audit to allow facility to post notice of audit 60 days prior to audit.

The pre-audit will include access to documents via uploading of documents into the pre-audit questionnaire as well as answering questions. Agency/Facility questionnaire will be provided to the contractor no later than 60 days prior to the audit. The contractor will complete the following:

- Review questionnaire
- Coordinate with and interview PREA Administrator and Facility PREA Coordinator
- Contact Victim Advocacy Groups/SANE at hospital (phone numbers and contact information will be provided by Office of the Sheriff)
- Review agency policies/documentation and determine compliance with PREA standards
- Coordinate travel, tour, schedule and interviews

PHASE II – ON-SITE:

The on-site audit timeline is based upon facility population and review of documents. The on-site audit is expected to last no more than three days. During the audit, the Facility PREA Coordinator will be available to assist and coordinate meetings, tours, and obtain additional documents. The Office of the Sheriff will provide a room for the contractor to use with access to a telephone, fax machine, and computer with internet access. The contractor may bring in his own computer only with prior approval of the facility director. Office of the Sheriff staff will provide documents, reports or lists of offenders/staff/contractors for interviews; provide a tour; provide a room to conduct interviews of staff/offenders/contractors. The contractor shall complete the following:

- Tour of facility
- Re-tour as needed
- Conduct interviews
 - 1) Director/Administrator
 - 2) Random staff
 - 3) Specialized staff

- 4) Contractors
- 5) Random offenders
- 6) Specific offenders (youthful, disabled, limited English proficient, transgender/inter-sex/gay/bi-sexual, offenders in segregated housing for risk of sexual victimization, offenders who reported sexual abuse/assault and offenders who disclosed sexual victimization during screening/assessment)
 - Review investigative paperwork
 - Review grievances/COPD documents
 - Screen forms and counseling records/documentation
 - Review background, training and personnel records
 - Review Standards compliance
 - Client interviews 15 minutes to 1 hour per client
 - Random staff interviews 20-40 minutes per staff member

The PREA Administrator will assist with coordinating interviews of staff located outside of the facility. These include:

- Executive Director
- Inspector General, if requested
- Human Resources Administrator(s)
- OIG Victim Rights Coordinator
- Diagnostic Manager, Supervisor or Programmer
- Step III Grievance Officer, if requested
- Contract Administrator
- Medical/Mental Health/SOTMP Administrative staff, if requested
- Data collection (PREA Program, Office of Planning and Analysis)
- Others as deemed necessary

If the aforementioned staff is unavailable due to location, staff may be interviewed by telephone. In the event of emergency or previously scheduled time out for court/leave, a designee will be made available. Follow up with the primary staff can be scheduled at a later or earlier time as well.

PHASE III - POST-SITE WORK:

A report will be finalized within thirty (30) days of the audit, or by August 20 of the contract year. The contractor will complete the following:

- Review documents
- Interview staff to clarify issues
- Review standards
- Communicate with facility, agency, and outside advocates
- Write report
- Corrective Action -- work with PREA Administrator and Facility PREA Coordinator to determine how to make corrections

CORRECTIVE ACTION PROCESS

Should the audit report indicate that corrective action is required, the auditor and the Office of the Sheriff will work to promptly and jointly develop a corrective action plan toward achieving compliance with all PREA standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Office of the Sheriff shall take to achieve compliance within a 180-day corrective action period. The auditor shall review and comment upon deliverables provided by the Office of the Sheriff pursuant to the corrective action timeline. The auditor shall issue his report at the conclusion of the 180-day corrective action period, or earlier if compliance has been achieved before the end of the corrective action period. Under no circumstances shall the final report be issued more than 180 days from the original due date.

Exhibit I

ORIGINAL

From: Sarah True STrue@nccdglobal.org
Subject: PREA Auditor Certification Information
Date: February 13, 2014 at 11:45 AM
To: Sarah True STrue@nccdglobal.org

Hello,

This email is to notify you that you have passed the background records check and have now been added to the Certified Auditors list on the PREA Resource Center website. This can serve as documentation of your certification as a Department of Justice PREA Auditor. Click [here](#) to view the webpage.

Please review the information included with your name and let me know if you have any edits or adjustments. The email address at which you are receiving this email is what is linked to your contact form on this webpage. If you would like to receive communication from this contact form to a different email address, please send that to me.

Let me know if you have questions.

Thanks,
Sarah

Sarah True | Program Associate | National Council on Crime and Delinquency
National PREA Resource Center
800-306-6223 (O)
strue@nccdglobal.org | www.nccdglobal.org
www.prearesourcecenter.org

NATIONAL
PREA
RESOURCE
CENTER

February 11, 2014

Via electronic mail

Eric Woodford
782 Rose Drive
Benicia, CA 94510

RE: Auditor Training Examination – Columbia, SC November, 2013

Dear Eric Woodford:

The National PREA Resource Center (PRC) is writing to inform you that you have passed the PREA auditor examination for the Adult Prisons and Jails Standards as well as the supplemental examination for the Community Confinement Standards administered on November 22, 2013. This means that you will be certified to audit Adult Prisons and Jails and Community Confinement facilities as soon as you have passed the required background records check.

Once the Department of Justice notifies us that your background check is complete and that you are officially certified as a DOJ PREA Auditor, we will add your name to our Certified Auditors webpage on the PRC website, and notify you of the posting.

The following information will be publically available on the Certified Auditors webpage:

- Auditor's Name: The PRC will post the first and last name of the individual.
- City/State: The location of the individual will be posted so that facilities are aware of potential auditors located within or near their jurisdiction.
- Type of Certificate: The PRC will list the type of certification(s) that you have been approved for so that agencies or facilities are aware of the available certification and can coordinate potential audits accordingly.

Auditors may be contacted via the PRC's Certified Auditors webpage through a contact link that will enable individual inquiries to be sent via email. Certified Auditors' e-mail addresses will not be publically available. Please confirm your e-mail address by sending it to Sarah True. If we don't hear from you by Friday, February 14, 2014, we will use the e-mail address that we have on record for you.

Future communication from the PRC will include interpretive guidance that has been received from the U.S. Department of Justice, as well as some general feedback on

ORIGINAL

the auditor examination for the entire group of training attendees. As always, please don't hesitate to contact myself, (MBowman@nccdglobal.org), or Sarah True, Program Associate (STrue@nccdglobal.org), if you have any questions.

Best,

A handwritten signature in cursive script, appearing to read "Michela Bowman".

Michela Bowman
Co-Director, The National PREA Resource Center
The National Council on Crime and Delinquency

EXHIBIT B-3 (revised)

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT B-3 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3 (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

This Checklist is an internal County document; it is not a part of the agreement.

AGENCY/DEPARTMENT: Office of the Sheriff
PREPARED BY: Michelle Sandoval
PHONE NUMBER: 808-3634
CONTRACTOR NAME: Correctional Consulting Services, LLC
CONTRACTOR CONTACT: Eric Woodford
ADDRESS*: PO Box 732 Benicia, California 94510-0732
TELEPHONE NUMBER*: 707-333-8303
E-MAIL ADDRESS*: eiw@comcast.net

* Optional for department use

This checklist has been developed to assist the Departments when completing the Service Agreement form.

SECTION I: GENERAL INFORMATION

Completed	N/A	Comments
Agency/Department Information Complete	✓	
Description of services is brief but descriptive	✓	
Maximum financial obligation is the total for the life of the contract	✓	
Start date of agreement allows for processing by OBA and Procurement	✓	

Note: Amount in accounting section reflects the amount to be encumbered for the current fiscal year unless budget has a WBS Element in which case the amount should reflect the total contract amount. A "Penny line" should be added as placeholder for future year encumbrances.

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

SECTION II: PARTIES TO AGREEMENTS

Completed	N/A	Comments
Contractor Name/Address Complete	✓	
Personal contact information is not included Dependent Contractors	✓	
SCC Vendor No. (SAP) is included	✓	
County of Santa Clara Information is Complete	✓	

SECTION III: CONTRACT AUTHORIZATION

Completed	N/A	Comments
Contractor Signature	✓	
Agency/Department Manager	✓	
Department Fiscal Officer	✓	
County Counsel Signature (if required)	✓	
County Executive Office (Required for Board Delegated Agreements)		
Clerk of the Board		

Signature Authority

The Director of Procurement or his/her designee has the authority to execute this Agreement because:
(Select One)

✓

This Agreement does not exceed \$100,000 per fiscal year within a single budget unit and the total value of the agreement does not exceed \$300,000.

The Director of Procurement received a delegation of authority from the Board of Supervisors pursuant to a transmittal, resolution or other Board Action. (Attach document)

The Department Head or designee received a delegation of authority from the Board of Supervisors pursuant to a transmittal, resolution or other Board Action. (Attach document)

Agreement to be executed by the Board of Supervisors (Attach document)

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Board policy chapter 5 refers to Contract Employees. For purposes of this form and the Service Agreement, "Dependent Contractor" is used synonymously with "Contract Employee".

	Completed	N/A	Comments
Determination of Relationship Status is complete (required for all contracts regardless of contractors tax status)		✓	
W-4, DE-4 and Determination of PERS Eligibility form has been completed (for Dependent contractors only)		✓	Contractor is not an individual, but an LLC
If contract is with a current County employee, the Controller/Labor Relations-approved 'Hiring Current County Employee' Form is attached		✓	

Note: Do not attach the W-4, W-9 and the DE 4 forms with documents to be scanned into SAP. After processing them through ASAP and PeopleSoft as required, keep a copy of documents on file in department.

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

SECTION V: CONTRACT SPECIFICS

Completed	N/A	Comments
Service Description and Expected Outcome describes the scope of services to be performed by the contractor (Do not attach vendor proposals or RFP)	✓	
Deliverables - Milestones - Timeline for Performance are clear	✓	
Performance Standards are clear and enforceable	✓	
Payment Schedule specifies the hourly rate or milestone payments	✓	

Note: If travel will be reimbursed, the condensed travel policy must be attached.

SECTION VI: STANDARD PROVISIONS

Completed	N/A	Comments
Appropriate Non-Discrimination Clause is checked	✓	
Appropriate Termination Clause is checked	✓	
Any changes to standard provisions are approved by County Counsel	✓	

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CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

SECTION VII: INSURANCE INDEMNIFICATION

	Completed	N/A	Comments
Required Insurance Exhibit(s) are attached	✓		
Waiver is attached (If appropriate)			Not applicable

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

	Completed	N/A	Comments
Special Provisions are included (e.g. Drug-free Workplace Activity, HIPAA Business Associate Language, etc)	✓		

SECTION IX: POLITICAL REFORM ACT REQUIREMENT (FORM 700 FILING)

A Consultant Applicability Analysis (CAA) Form (available on the County Counsel intranet site (<http://www.sccgovatwork/portal/site/CCO/>) under "Form 700 Requirement for Consultants") must be completed. Refer to CAA Form for definitions and instructions. When in doubt about CAA Form analysis, contact County Counsel.

If answer on CAA Form is "yes", Disclosure Determination for Consultant (DDC) Form (also available on the County Counsel intranet site) must also be completed and approved by County Counsel. Department Contract Monitor must provide copy of DDC Form to Department Filing Official immediately; Department Filing Official is responsible for eDisclosure entry and Form 700 notice to listed consultant filers. Each filer must complete and file Form 700 - within 30 days of start date under the Agreement, annually, and within 30 days of leaving service under the Agreement.

	Completed	N/A	Comments
PRA Consultant Applicability Analysis (CAA) Form Complete	✓	<i>N/A is not an option for CAA Form</i>	
If Form 700 filing required, Disclosure Determination for Consultant (DDC) Form Complete	✓		

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

SECTION X: ADDITIONAL EXHIBITS

	Completed	N/A	Comments
Other Exhibit(s) are included	✓		PREA Auditor Certification; Background Investigation Results

Information Technology Related Services

	Completed	N/A	Comments
County User Responsibility Statement is attached		✓	
Vendor Access Agreement (If vendor accessing County network remotely) is attached		✓	
Application Service Provider (ASP) Security Assessment Checklist is attached		✓	

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

ADDITIONAL REQUIREMENTS

OBA REQUIREMENTS

Labor Contract & County Policy Requirements

Service Agreements must be consistent with all labor contracts and County policies. Determine if the services included in this agreement are similar to services provided by County employees in any bargaining unit. Consult the appropriate labor contract and the Office of Labor Relations to determine if a specific process is required. Attach an explanation summarizing the results of the process (letter of notification to and confirmation from bargaining unit is required).

Are the services in this agreement similar to services provided by County employees in any bargaining unit? No

If yes, which bargaining unit and job classification?

Does this agreement include services that require you to notify one of the County bargaining units (e.g. SEIU Local 521). If yes, the department MUST attach a copy of the notification. No

An explanation summarizing the results of the process is attached (see above) Select...

The Questions below must be addressed for ALL Dependent Contractors as well as Independent Contractors or employees of Independent Contractors that have been employed by the County.

Has the Contractor or any of his/her employees been employed by the County? No

If yes, please provide the name of the former employee(s) and answer the questions below for each former employee. Employee Name(s)

Has the Contractor been employed by the County? No

If yes, please state in what capacity? Select...

If other, please state in what capacity?

Date of Separation

Job Class and Step at Date of Separation

Circumstances of Separation Select...

If other, please describe the circumstances of separation

Note: The County will not enter into Agreements for Service with former employees that have been terminated for cause

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

CHECKLIST FOR STANDARD AND NON-STANDARD SERVICE AGREEMENTS

Agreement Will not be Processed Without a Completed Checklist

Authorization to Contract with County Retirees

If the contractor is a County retiree, regardless of the date of retirement, no Agreement can be processed without authorization from the Office of the County Executive.

Is the contractor or any of his/her employees a County retiree?

No

If yes, a copy of the authorization from the Office of the County Executive is attached.

VENDOR SELECTION PROCESS

(Please check one)

Informal Competitive Process (attach the executive summary in support of your recommendation).

✓

Specified by the Board of Supervisors (attach approved Board transmittal).

Formal Request for Proposal/Request for Qualifications (attach the executive summary in support of your recommendation).

Sole/Single source (attach justification).

PROOF OF INSURANCE (Not required for Dependent Contractors)

Vendor Selection Process (Please Check One)

Has the vendor submitted all required insurance documents?

✓

Have you verified that vendor is compliant on the online Insurance Compliance system?

✓

If you answered "No" to either of the above questions, please explain

Note: Proof of Insurance is required prior to start of services

Distribution: Attach this document with other related documents into SAP and maintain a copy for Department file.

County of Santa Clara
Department of Correction

180 W. Hedding Street
San Jose, California 95110-1772
(408) 299-4005 Fax: (408) 288-8271



John Hirokawa
Chief of Correction

To: Jenti Vandertuig, Director of Procurement
From: Martha Wapenski, Director of Fiscal and Administrative Services
Date: 5/29/2014
Re: Retroactive Service Agreement Start Date

On April 16, 2014, the Department of Correction commenced an Informal Competitive Procurement (ICP) process to identify a service provider for Prison Rape Elimination Act (PREA) audits. The ICP closed on April 30, 2014. Following an evaluation of proposals and interview process, a successful service provider, Correctional Consulting Services, LLC, was identified on May 9, 2014.

Per the ICP schedule, the contract was to begin on May 19, 2014 in order to provide sixty days' notice of the first PREA audit. While the contract was written up and executed by the service provider on May 13, 2014, there was a delay in getting the service provider's vendor ID number assigned in SAP. This was due to some confusion related to various tax documents and the service provider needing to consult with his accountant. In addition, it took longer to get the service provider's insurance compliant than originally anticipated. As such, it was not possible to submit the contract in SAP before May 19, 2014.

Because the first PREA audit must be completed by August 20, 2014 and a sixty-day pre-audit period is mandated by the federal government, the Department of Correction needed to consult with the service provider immediately in order to start the audit process. If the pre-audit and audit are not completed by the August 20, 2014 deadline, the Department of Correction stands to lose 5% of its Federal funding. The service provider has been working with the Department of Correction to meet its timelines and provide needed assistance. As such, it is necessary to commence the contract retroactive to the May 19, 2014 start date.

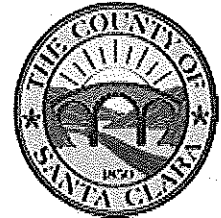
Board of Supervisors: Mike Wasserman, Dave Cortese, Ken Yeager, S. Joseph Simitian, Cindy Chavez
County Executive: Jeffrey Smith

Approved by

for Jenti
Vandertuig
6/3/14

County of Santa Clara
Department of Correction

180 W. Hedding Street
San Jose, California 95110-1772
(408) 299-4005 Fax: (408) 288-8271



John Hirokawa
Chief of Correction

Date: May 27, 2014
To: Jenti Vandertuig, Director of Procurement
From: Michelle Sandoval, Senior Management Analyst
Subject: Recommendation to Award Correctional Consulting Services, LLC

I. RECOMMENDATION

In accordance with BOS Policy Chapter 5, Section 5.6.5.1 (C) (2), on April 3, 2014, the Department of Correction received approval from the Director of Procurement to issue an informal competitive process (ICP) for Prison Rape Elimination Act (PREA) auditing services). Following is the list of vendors/contractors ICP was issued to:

1. Correctional Consulting Services, LLC
2. Michael Spicer
3. Deborah Bell

II. ICP PROCESS

On April 16, 2014, the Department of Correction (DOC) issued PREA-ICP-FY15 to the identified list of vendors. The ICP closed on April 30, 2014. The DOC received one proposal before the closing due date and time. Proposals were received from:

1. Correctional Consulting Services, LLC

The evaluation process proceeded thereafter.

III. EVALUATION PROCESS

The service provider's proposal was evaluated on with 100 possible points.

The Committee evaluated written proposals utilizing the evaluation criteria as outlined in the ICP. The following initial scores were provided by the Committee to the Procurement Lead:

Criterion	Vendor Points Possible	Proposer # 1	Proposer #2	Proposer # 3
1. Proposer strength, experience, reputation and references	35	26.5	N/A	N/A
2. Proposers understanding of the project requirements and the ability to meet the business and functional needs including the time commitment;	35	28.5	N/A	N/A
3. Cost	30	29.25	N/A	N/A
TOTAL SCORE	100	84.25		

Following is the Committee's summary assessment of the proposals based upon the given criteria:

Criterion	Comments
1. Proposer strength, experience, reputation and references	Correctional Consulting Services, LLC is owned and operated by Eric Woodford. Mr. Woodford, this firm's only employee, would be conducting the PREA auditing for the Santa Clara County DOC. Mr. Woodford's resume established significant investigative experience. He has twenty-four years of teaching criminal justice and corrections, based on an interview with the evaluation committee, Mr. Woodford also has the people skills required to complete the contract's requirements. Mr. Woodford was employed by the California Department of Corrections for thirty-two years in the capacities of line staff, supervisor, investigator and Deputy Commissioner. Based on his resume, interview, and references, Mr. Woodford has a great understanding of corrections; however he is just entering the field of PREA auditing. This is due to the recent (2013) implementation of Federal regulations requiring PREA audits, and the fact that the US Department of Justice began certifying PREA auditors in February 2014. Mr. Woodford's score in this area is due to a lack of experience in PREA auditing; however this is offset by his PREA training, auditor certification and understanding of audit concepts. Additionally, all PREA auditors were certified in February 2014. Mr. Woodford received excellent comments during the reference checking process. Mr. Woodford's references were all very positive. He is described as being timely, dedicated, extremely dependable, hard working, providing an exceptional work product, and possessing a vast knowledge of Corrections' policies, rules and regulations.
2. Proposers understanding of the project	Mr. Woodford completed a US Department of Justice (DOJ) PREA Audit training in late 2013 and was certified by the DOJ in February 2014. He is one of the only three PREA auditors certified by the DOJ in the state

<p>requirements and the ability to meet the business and functional needs including the time commitment</p>	<p>of California. Mr. Woodford's vast knowledge of corrections and recent training in PREA auditing demonstrate a thorough understanding of the project requirements. While he has little experience completing PREA audits, no other DOJ certified PREA auditor does either. The Federal government began mandating PREA audits for all correctional facilities in 2013. The first group of PREA auditors was certified by the DOJ in February 2014. Based on interviews with the RFP evaluation committee and reference checks, the DOC is confident that Mr. Woodford will be able to meet the business and functional needs of this contract. Mr. Woodford understands the timeline and that the first PREA audit must be completed by August 20, 2014. His references have stated that "he meets deadlines in a timely and efficient manner with exceptional results" and that there "have never been any issues with his quality of work."</p>
<p>3. Cost</p>	<p>The current rate for PREA auditors is \$7,000 - \$10,000 per PREA audit. This rate may or may not include travel and per diem costs. Mr. Woodford has committed to conducting each audit for \$7,000. Mr. Woodford has agreed not to charge the County for lodging, meals, or other per diem costs. His rate is highly competitive and provides the best value the DOC could find.</p>

IV. FINAL NEGOTIATIONS

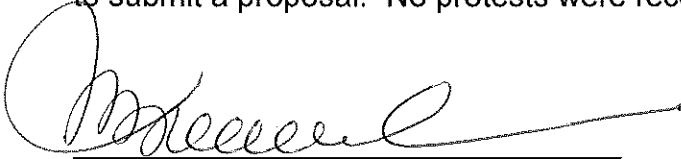
The objective of this ICP is to select a vendor that will provide the best solution to the County. Discussions with the finalist vendor regarding the Statement of Work, terms and conditions and final cost was conducted

The following were successfully negotiated related to business, legal and cost:

- 1) The DOC and the service provider negotiated that one PREA audit will be conducted in one third of the County Jail System each year of the contract. Each audit and final report will be completed by August 20th of each contract year through August 2017.
- 2) County Counsel reviewed the contract exhibits, which include the service provider's PREA Auditor certification and successful completion of a DOJ background investigation. The standard terms and conditions of the contract were not revised in any way.
- 3) The DOC negotiated that no travel or per diem costs would be charged by the contractor during the term of this contract.

V. SUMMARY

It is the opinion of the Committee that the Correctional Consulting Services, LLC) proposal is advantageous and offers the best value to the County. There were no other vendors to notify regarding this award, as Correctional Consulting Services, LLC was the only vendor to submit a proposal. No protests were received for this ICP.



Michelle Sandoval, Procurement Lead

**Martha
Wapenski**

Digitally signed by Martha Wapenski
DN: cn=Martha Wapenski, o=Sheriff's
Office, ou=Administration, email=martha.
wapenski@sheriff.sccgov.org, c=US
Date: 2014.05.28 10:24:09 -07'00'

Martha Wapenski, Director of
Administrative Services

County of Santa Clara

Office of the Sheriff

55 West Younger Avenue
San Jose, California 95110-1721
(408) 299-2101



Laurie Smith
Sheriff

Date: April 3, 2014

To: Jenti Vandertuig, Director of Procurement

From: Martha Wapenski, Director, Financial and Administrative Services

Subject: Justification for Conducting an Informal Competitive Process for Professional Services

In accordance with BOS Policy Chapter 5, Section 5.6.5.1 (C) (2), approval is sought to utilize the informal competitive process (ICP) for professional services from the Director of Procurement for the following reasons:

The Prison Rape Elimination Act of 2003 (PREA) is the first United States federal law passed dealing with the sexual assault of prisoners. The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The act called for developing national standards to prevent incidents of sexual violence in prison. It also made policies more available and obvious. By making data on prison rape more available to the prison administrators, as well as making corrections facilities more accountable for incidents pertaining to sexual violence and of prison rape, it is believed that the occurrence of prison rape crimes would decrease. PREA applies to all correctional facilities, including prisons, jails, juvenile facilities, military and Indian country facilities, and Immigration and Customs Enforcement (ICE) facilities.

Beginning August 20, 2013, per the federal government, prison and/or corrections facilities became subject to audits for compliance with PREA standards and policies. Specifically, during the three-year period starting August 20, 2013, and during each three-year period thereafter, a corrections agency shall ensure that each facility it operates is audited at least once, i.e. during each one-year period beginning August 20, 2013, an agency shall ensure that at least one-third of each facility operated by the

agency is audited. The audit consists of a review of agency-wide policies, procedures, reports, accreditations, samplings or relevant documents and other records, and interviews of inmates, residents, detainees, and staff, supervisors and administrators. PREA standards require that an agency provide sixty days notice of the audit by posting a Notice of Upcoming Audit in facilities. The notice must list the auditor's contact information for confidential communication prior to the start of the audit. The first audit on one-third of the jail facilities must be completed, with full compliance of PREA standards, by August 20, 2014.

Sheriff's Office contract staff was made aware of the need to hire a contractor to complete an audit for PREA compliance of our jails just after the March 6 deadline to request approval to conduct an RFP in the Master Acquisition List database for the March 25, 2014 Board of Supervisors meeting. The earliest date the Sheriff's Office could receive approval to conduct an RFP is April 29, 2014, with an RFP start date of May 5, 2014. An RFP to select a contractor to conduct the PREA audit would take a minimum of forty-five days. Given the requirement to post notice of the audit with the selected contractor's contact information sixty days prior to the audit taking place, the Sheriff's Office could not even start the audit process until approximately August 17, 2014. Therefore, conducting an RFP would prevent the Sheriff's Office from meeting federal deadlines to not only complete an audit, but respond to or remedy any potential findings by the August 20, 2014 deadline. Failure to comply with the audit and the provisions of PREA results in a 5% reduction in federal funding to our agency for each year that we fail to comply.

We have completed our needs assessment and acquisition planning for professional services and have determined that services for PREA auditing will be required for a period of three years and the total estimated cost is \$50,000 for the term of the agreement. In addition, we do not anticipate exceeding \$100,000 in a fiscal year during the contract term. We acknowledge and understand the life of the contract may not exceed five (5) years and should the cumulative total value of the contract exceed \$300,000 this informal competitive procurement will be subject to a formal competitive process

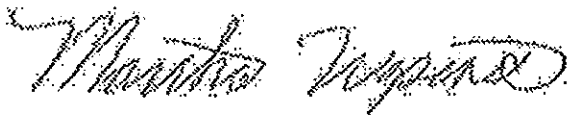
In compliance with BOS Policy Chapter 5, Section 5.6.5.1 (C) 2, our intent is to issue the solicitation to a minimum of three vendors as follows:

Deborah Bell
Coronado, CA
Certification: Adult Prisons and Jails

Michael Spicer
Hanford, CA
Certification: Adult Prisons and Jails

Eric Woodford
Benicia, CA
Certification: Adult Prisons and Jails

PREA standards mandate that a PREA audit must be conducted by an auditor certified by the United States Department of Justice (DOJ). The aforementioned auditors are the only auditors in California currently certified by the DOJ. The DOJ provides an up to date list of certified PREA auditors on its website with an option to email the audit through the DOJ's system. No other contact information is given. Because an agency is required to fund all travel, lodging and per diem costs for an auditor, the Sheriff's Office seeks to contract with an auditor in California in order to keep costs down.



Requestor Name, Title
Martha Wapenski
Director, Administrative Services

Approved by:



4/4/14

Jenti Vanderlug, Director of Procurement

ckp
4/3/14



**County of Santa Clara
Office of the Sheriff**

78672

DATE: November 3, 2015

TO: Board of Supervisors

FROM: Laurie Smith, Sheriff

SUBJECT: Reportback on Training for Public Safety Staff

RECOMMENDED ACTION

Under advisement from September 29, 2015 (Item No. 13) and from October 6, 2015 (Item No. 15): Consider recommendations relating to training for correctional and enforcement staff. (Office of the Sheriff)

Possible action:

- a. Receive report from the Office of the Sheriff regarding implicit bias training.
- b. Receive report from the Office of the Sheriff regarding crisis intervention team training.

FISCAL IMPLICATIONS

This report-back is preliminary and further Board actions will inform the General Fund impact.

REASONS FOR RECOMMENDATION

The Office of the Sheriff is providing a report-back in response to two referrals relating to training for staff.

On September 29, 2015 the Board directed the Sheriff's Office to provide a specific plan for developing and implementing an implicit bias training program within the Sheriff's Office. The referral stated that the initial efforts should be focused on patrol deputies and command staff, and include 30 to 40 hours of live training. The referral directed that this item be discussed and incorporated into the mid-year budget review process, but on October 6, 2015 the Board requested a preliminary status report.

Also on October 6, 2015 the Board directed the Sheriff's Office to provide a report on implementing more crisis intervention (CIT) training for correctional deputies assigned to the jail facilities.

Implicit Bias Training

Currently patrol deputies receive implicit bias training several ways. First, in the academy, cadets receive five hours of training on racial profiling. Once they have completed the initial training, the academy then presents a 24-hour block called Bias Based Policing: Remaining Fair and Impartial as part of the Cultural Diversity/Discrimination section. At the end of each academy, the cadets travel to Los Angeles to visit the Museum of Tolerance, a human rights and educational center dedicated to challenging visitors to understand the Holocaust in both historic and contemporary contexts and confront all forms of prejudice and discrimination. After the deputies have completed their academy training, they receive ongoing Bias Based Policing: Remaining Fair and Impartial (2 hours DVD + lecture) training at least every 5 years. This training is mandated under Penal Code Section 13519.4. Also, the deputies have been receiving training on LGBTQ (Lesbian Gay Bisexual Transgender Queer/Questioning). This is the minimum training the deputies receive, and they receive more related training throughout their careers.

For the correctional cadets, within the academy they receive several classes related to implicit bias: Professionalism and Ethics, Classification of Inmates and optimal models for classifying inmates using parameters that are free from bias, Monitoring Psychological and Physical Health with an emphasis on mentally ill inmates. Finally, the following classes are taught both in the Corrections Academy, and after they are assigned to the jail facilities:

- Cross Gender Training (managing inmates of each gender)
- Americans with Disabilities Act (ADA) Training
- Prison Rape Elimination Act Training on Sexual Harassment with regard to inmates
- LGBTQ (Lesbian Gay Bisexual Transgender Queer/Questioning)

After reviewing options for implicit bias training and looking at outside trainers, the Sheriff's Office made a decision to develop in-house training, and use a train-the-trainer approach. The Sheriff's Office is seeking to develop the curriculum and get it approved by State POST (Police Officer Standards and Training) so that the deputies can receive POST credit toward their mandated training. Once the coursework is approved by POST, the Sheriff's Office will return to the Board for overtime funding since some deputies must be replaced with backfill or overtime when they attend training.

Crisis Intervention Team Training

The Sheriff's Office, in collaboration with County Mental Health, has been providing Crisis Intervention Training to our deputies and peace officers throughout Northern California for approximately 10 years. In the past, the 40-hour intensive format training course was provided two times per year, and the Sheriff's Office has increased it to approximately four times a year. It gives peace officers, dispatchers and other public safety personnel the skills and knowledge to recognize individuals with mental illness. There is also a focus on identifying potential disorders, minimizing escalations in contacts with the mentally ill.

The training helps the participants focus on developing techniques on how to interact with mentally ill individuals, communication, de-escalation skills and listening skills. The attendees also learn how to gather vital information necessary to make informed decisions on the most appropriate and effective methods in resolving potential conflict. Activities include

role playing to practice techniques; writing descriptive and effective reports; site visits to Mental Health Urgent Care (MHUC) and Emergency Psychiatric Services (EPS) facilities; and a CIT panel discussion.

The Sheriff's Office has been providing this training for years, and recognizes the importance and value of this training for peace officers, and the continued positive feedback on the effectiveness in the community has resulted in the Sheriff's Office increasing the number of presentations from two presentations per year to approximately four presentations per year.

In response to the tragic death of Michael Tyree, the program is now being offered as part of the standard Basic Academy and Correctional Academy curriculum at the Santa Clara County Justice Training Center. Every new basic peace officer recruit and correctional peace officer recruit who attends this training center will graduate with the additional knowledge and expertise generated by this CIT program. This will directly result in a higher level of preparedness in future peace officers' ability to engage and interact with mentally ill persons within the community and as well as within the correctional facilities in the most effective and safe manner for all parties. Also, the Department is researching CIT curriculum that is specific to the custody environment.

It should be noted that SB 11 was just approved by the Governor on October 3, 2015, and it adds sections 13515.26 and 13515.27 to the Penal Code relating to peace officer training standards. The new statute requires POST (Peace Officer Standards and Training) to review and update existing course content relating to persons with a mental illness, intellectual disability, or substance abuse disorder, and include the new content in the current requirements of the regular basic police academy. In addition, it will be required to establish and maintain a classroom-based 3 hour training course on these topics and to make the training available to all peace officers. These requirement need to be in place by August 1, 2016, so the Sheriff's Office will be including this in the curriculum in our training as well.

Currently there are approximately 207 deputies who are CIT-trained: 122 Deputy Sheriffs and 85 Correctional Deputies. The Sheriff's Office plan to get current Deputy Sheriffs and Correctional Deputies trained in CIT is to increase the number of 40-hour presentations per year. In order to ensure that the training reached the widest breadth of staffing, each division in enforcement and corrections will be required to release a certain percentage of their staff to the CIT training.

The Sheriff's Office plans to return to the Board for overtime funding since Correctional Deputies must be replaced with backfill or overtime when they attend training so that supervision of inmates is not interrupted.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

The Board would not receive the requested information.

◆ Increase Funding for Fingerprint Identification Services

Recommended Action: Allocate ongoing funding in the amount of \$203,356 for the increase in the Department's share of regional fingerprint identification services.

Service Impact: The Sheriff's Office is the administrator of the regional Cal ID program, which identifies 10-print fingerprints from new arrestees, and latent fingerprints from crime scenes. The Cal ID operating budget is funded from contributions from local law enforcement agencies including cities, the County, and some State and Federal agencies. The recommendation will increase one-time funding in the amount of \$203,356 related to the County's share for fingerprint identification services to meet the FY 2016 obligation.

Ongoing Cost: \$203,356

↑ Augment Information Technology Infrastructure Support

Recommended Action: Add 1.0 Information Systems Technician II/I position to augment information technology infrastructure support.

Service Impact: The support of digital media is a growing concern for the Department. The position will support the growing number of video capture devices, as well as digital media information requests from the public or other government entities. Over the past few years, there have been several high-liability issues and digital media requests related to police pursuits and community interaction with deputies. Problems surfaced when the cameras in the vehicles were either not functioning or improperly configured.

In addition to the technical support needed for the existing digital media devices, many law enforcement agencies are moving toward implementing body worn devices and enhancing existing in-car video capabilities. The Department is currently exploring the feasibility of implementing body worn cameras in patrol, through a referral from the Board of Supervisors. This position will support not only the technical aspects of the growing

number of digital media devices, but also manage the significant growth in public information requests for audio and video data.

Positions Added: 1.0 FTE

Ongoing Cost: \$112,689

One-time Savings: \$18,781

Salary savings reflecting time for recruitment

↑ Add Assistant Sheriff for Custody Operations

Recommended Action: Add 1.0 FTE Assistant Sheriff position to provide additional management oversight for custody operations and increase ongoing funding in the amount of \$12,000 for one unmarked vehicle and \$25,000 in one-time funds for acquisition of the vehicle.

Service Impact: This proposal will add 1.0 FTE Assistant Sheriff position to manage the jail operational issues, inmate population management, and the future initiatives to upgrade or replace the jail facilities. Currently, the department has two Assistant Sheriff positions who report directly to the Undersheriff/Chief. One of the Assistant Sheriff positions oversees Support Services and Custody, and the other oversees Enforcement Services.

The administrative restructuring of the Department of Correction and the Sheriff's Office was approved by the Board on July 1, 2010. The administration of the two departments has been handled since that time by Sheriff's Administration. In the last three years, the scope of responsibility and complexity of custody issues has increased significantly. AB 109 has increased the population of maximum and high medium security inmates. These inmates have a higher level of sophistication and are incarcerated longer in facilities meant for shorter jail sentences. The County's aging facilities have been impacted, and do not have enough maximum security beds. An unmet need of the Department is more dedicated operational oversight to assist the Chief of Correction in the daily operation of the jails. The MGT Jail Needs Assessment study that was published in January 2015 calls for the creation of a dedicated Assistant Sheriff position that oversees corrections.

This proposal will also rewrite the job specification of Assistant Sheriff to include the knowledge, skills, and abilities obtained through administrative experience in correctional or law enforcement environments. Currently the job specification is limited to law enforcement personnel by virtue of needing a State Peace Officer Standards and Training certificate.

Positions Added: 1.0 FTE
Ongoing Cost: \$309,957
One-time Cost: \$25,000

↑ Add Staff for Jail Investigative Unit

Recommended Action: Add 2.0 Deputy Sheriff positions and increase ongoing funding in the amount of \$12,000 for one unmarked vehicle and \$25,000 in one-time funds for acquisition of the vehicle.

Service Impact: This proposal will allow the Department to fully staff a Jail Investigative Unit to address the Federal requirements of investigating sexual assaults and harassments in a custodial setting under the Prison Rape Elimination Act (PREA). PREA requires specific training to investigate sexual assaults in the jails or prisons. The positions will be responsible for the documentation, investigation, and evidence collection for incidents that occur in our jails, such as in-custody deaths, suicides, and assaults. The unit addresses gang and narcotics activity in our community and jails. Gang and narcotics investigations within the jails involve gathering intelligence, and liaising with other law enforcement agencies to help prevent and solve gang and narcotics related crimes. The unit will also be utilized for night time investigations within the community, or Crime Scene Investigation (CSI) duties since we have deleted several detective positions in previous budget reductions.

This proposal also provides more efficient coverage for supervising staff at both Main Jail and Elmwood. On July 1, 2014, the Board approved the addition of 3.0 FTE Deputy Sheriff positions to implement this unit. Then, in January 2015, the Board approved a re-organization of jail Sergeant positions that allowed the Department to move 4 Sheriff's Sergeant positions into the Jail Investigative Unit, bringing the staffing up to 3 Deputy positions and 4 Sheriff's Sergeant positions. This proposal would add two more Deputy Sheriff positions to the unit, allowing for 24/7 coverage of both the Main Jail and Elmwood facilities to investigate PREA,

narcotics, and gang investigations. This staffing level provides a small relief factor and allows the existing sergeants in the jail to supervise line staff and not be diverted or delegated to other responsibilities such as criminal investigations and report writing.

Positions Added: 2.0 FTE
Ongoing Cost: \$323,256
One-time Cost: \$25,000

↑ Re-Organize Accounting Operations

Recommended Action: Add 1.0 FTE Accountant II position and delete 1.0 FTE Account Clerk II position in the Accounting Operations Unit of the Sheriff's Office.

Service Impact: Since the consolidation of the Sheriffs Office and DOC in 2010, the Fiscal Units from each Department have been re-organized into two new units: a Budget Management Unit and an Accounting Operations unit. The Accounting Operations unit has a need for higher level accounting staff to handle the more complex accounting operations. Of the 15 staff in the unit, only three are professional accounting level staff, and the rest are clerical or clerical supervisors. There has been a significant increase in work volume for payroll, billing, and fiscal reconciliations because of the addition of new operations such as Cal ID, VMC security, academy billing, Levi Stadium reimbursements, the increased Parks services contract, and the increased SB 90 reimbursement claims. The accounting required for these programs needs more advanced skills typically provided by a higher-level professional accounting staff. The Accountant II produces and analyzes a variety of complex reports, researches a wide variety of raw data and subsidiary reports, locating errors and making corrections, reconciles bank balance and trust fund balances, reviews journal entries of subordinate staff, and supervises staff performing Account Clerk duties.

County of Santa Clara
Department of Correction

180 W. Hedding Street
San Jose, California 95110-1772
(408) 299-4005 Fax: (408) 288-8271



John Hirokawa
Chief of Correction

October 22, 2015

To: Dave Cortese, Board President

CC: Board Offices
Jeffrey V. Smith, County Executive
John Mills, Deputy County Executive
Megan Doyle, Clerk of the Board of Supervisors
Don Larkin, Deputy County Counsel
Tony Filice, Principal Budget and Public Policy Analyst

From: John Hirokawa, Chief *JH1357*

Re: Off Agenda Report Regarding Gender-Responsive Training for Correctional Deputies Assigned to the Jail Classification Unit [Under advisement from August 25, 2015 (Item 23)]

At the August 25, 2015 Board of Supervisors meeting, at the request of Supervisor Chavez, the Board directed Department of Correction to conduct gender-responsive training for its classification deputies and report to the Board off-agenda relating to when that training will take place, with a goal of completing the training by February, 2016; and, to then perform a reassessment in partnership with the Office of Women's Policy and the Commission on the Status of Women to understand how and if that training is having an impact on classification of female inmates. This report provides information on the timeline for providing this training.

In conjunction with the Office of Women's Policy, the Department of Correction plans to utilize the expertise of the Center for Gender and Justice. The Center offers gender responsive training to departments that work with women in criminal justice settings. The Department of Correction and the Office of Women's Policy will be working with the Center to tailor the training to the scheduling needs of the Correctional Deputies assigned to Classification, and will provide classroom, web-based, DVD, or a combination. We anticipate that the training can be completed by February 2016.

County of Santa Clara
Department of Correction



78690

DATE: November 3, 2015
TO: Board of Supervisors
FROM: John Hirokawa, Chief of Correction
 Laurie Smith, Sheriff
SUBJECT: Budgetary Request to Address Jail Needs

RECOMMENDED ACTION

Approve Request for Appropriation Modification No. 95 - \$2,963,464 transferring funds from the General Fund Contingency Reserve to the Department of Correction and the Office of the Sheriff relating to various budgetary needs in the jail system. (4/5 Roll Call Vote) (Department of Correction)

FISCAL IMPLICATIONS

There are fiscal implications associated with the recommended actions. If the Recommended Action is approved, the cost would be \$1,813,720 in onetime funds and \$1,149,744 in ongoing funds in FY 2016. In FY 2017, the ongoing costs would be \$2,123,358. The Department is requesting the use of Contingency Reserve funds to support the recommended actions. This report also includes a discussion of future needs that the Department would like to bring to the Board's attention.

REASONS FOR RECOMMENDATION

There were two recent actions by the Board of Supervisors that necessitate this funding request.

On October 6, 2015, the Board received a report from Administration relating to the Public Safety Action Plan. Among other items, the Public Safety Action Plan included an initiative to increase access for volunteer clergy and inmate advocates to County jail facilities. This additional access would help address needs of inmates for communication. The Public Safety Action Plan also included direction to expand and modernize the surveillance camera system throughout the jail facilities, and work has begun on hiring a contractor to assess the facility needs and estimate the cost of this project.

On September 29, 2015, the Board approved an agreement with Sabot Consulting for training and consulting services related to the Americans with Disabilities Act (ADA). The services included in the agreement are ADA training, an evaluation of DOC's compliance as it relates

to other disabilities, a comprehensive tracking system, and an analysis and possible revision of DOC's policies and procedures.

The DOC is submitting these requests in order to quickly respond to the dynamic changing conditions highlighted in the two Board actions listed above. Also included in this report are future projected needs that the Department wants to bring to the Board's attention.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have an impact on seniors who are incarcerated in the County jail. Incarcerated seniors will benefit from the additional ADA training that the staff receives, as well as a better tracking system for inmates with disabilities. They can also choose to receive more visits and services from clergy.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

Current Needs

Addressing ADA Issues

Twenty years ago, a class action (Armstrong) was filed against the California Department of Corrections and Rehabilitation (CDCR) alleging problems with how CDCR has handled ADA issues in State prison. The State eventually lost the case in 2012 and the Federal Court imposed various requirements as to how disabled inmates had to be treated and required CDCR to inform the local jails whenever former State inmates with disabilities are housed in local facilities. Although various counties have taken the position that the Armstrong court order does not apply to them, the plaintiffs' lawyers in the Armstrong case are now focusing on ADA issues in the local jails.

To provide an alternative to potential litigation regarding inmates with mobility disabilities, County Counsel recommended that the Department immediately arrange for an independent, expert ADA assessment related to mobility issues at the County jails. On June 16, 2015, the Department entered into an agreement with Sabot Consulting. Following the assessment, the Department expanded the services provided by Sabot Consulting to ensure that DOC is in compliance with all non-mobility ADA requirements as well. The expanded services include ADA training, an evaluation of DOC's compliance as it relates to non-mobility disabilities, a comprehensive tracking system, and an analysis and possible revision of DOC's policies and procedures. The Board of Supervisors approved this expanded service agreement on September 29, 2015.

Also, the January 2015 MGT Jail Needs Assessment recommended that the Department look at the need for more compliance positions. In response to this need, in the FY 2016 Recommended Budget, the Board approved the addition of one Sheriff's Correctional

Sergeant for policies and compliance, and one Sheriff's Correctional Deputy for ADA and Armstrong (class action) issues.

However, based on an initial assessment by the ADA expert, since then it has become clear that the Department needs an ongoing systematic assessment of the needs of disabled inmates, as well as systematic examination of all accessibility issues in the facilities. Therefore the Department is requesting one Sheriff's Correctional Lieutenant, one Sheriff's Correctional Sergeant, and two Sheriff's Correctional Deputy positions to help the County to take a proactive approach to planning for and addressing not only the ADA needs of the Armstrong class members, but all of the inmates housed in the jail who may need an ADA accommodation during their incarceration. This will also help with the changing jail population as a result of AB 109. The positions would also provide staff with operational guidance through proper and responsive policy development and implementation. For policies and compliance, the positions would be responsible for monitoring the department's compliance with all policies, applicable standards, and statutory requirements through the use of a comprehensive audit system. With regard to ADA, they will be responsible for monitoring policy compliance, maintaining records, responding to inmate request and grievance forms, interviewing inmates, conducting internal inspections and audits, and recording and tracking ADA inmates.

Part of the agreement with the ADA expert calls for an 8-hour department-wide ADA training session for staff who have contact with inmates. In order to quickly respond to this training need for approximately 1,000 staff, the plan is to complete the training by December 2016. However, training on-duty staff who are responsible for inmate supervision requires that the staff be backfilled during training so that supervision of inmates can continue while the deputies are in class. Therefore, the Department anticipates the need for funding to support backfilling the positions or providing overtime. Another component of the agreement is a comprehensive analysis of ADA compliance. As issues are being identified, the Department would like to respond quickly to the equipment needs identified by the ADA expert. For instance, both Elmwood and Main Jail purchased handheld cameras to record use of force events and other critical incidents.

In reference to the potential litigation mentioned above, the County anticipates reasonable fees and attorney's costs, both onetime and ongoing. The cost would create a significant impact to the Department's budget, and we are requesting funding for these costs. Also referenced above, the Department hired an ADA expert, Sabot Consulting, on June 16, 2015 to provide an assessment on mobility issues. Following the assessment, the Department expanded the services provided by Sabot Consulting to ensure that DOC is in compliance with all non-mobility ADA requirements as well. The cost of the expanded services would create a significant impact to the Department's budget, and we are requesting funding for these services.

The ADA expert also recommended an IT solution in order to better understand the ADA needs of the inmates. There is software available that can track and identify disability and communication needs of the inmates, as well as accommodations that are provided. An IT solution can provide comprehensive reporting, identify healthcare appliances needed, identify

physical limitations, and get the information to the custody staff in the housing units who need this information on a daily basis. Software also provides management reports on compliance with ADA regulations, as well as an inmate grievance and appeals tracking system that will help with some of the issues outlined in the Board-approved Public Safety Action Plan.

The proposal would add the following:

Description	FTE	FY16 Onetime Cost	FY16 Ongoing Cost (FTE are prorated)	FY17 Cost Ongoing Cost
Sheriff's Corr Lieutenant - Compliance	1.0		\$143,515	\$244,067
Sheriff's Corr Sergeant - Compliance	1.0		\$123,911	\$210,767
Sheriff's Corr Deputy – Compliance	2.0		\$163,016	\$287,958
Overtime for Training		\$591,896		
Equipment Needs		\$100,000		
Attorney Fees		\$411,324	\$180,000	180,000
ADA Consultant		\$360,500		
ADA Software		\$200,000		
Total:	4.0	1,663,720	\$610,442	\$922,792

Implementing Changes and Reforms

The Public Safety Action Plan that was approved by the Board on September 15, 2015 requests a process to implement changes and reforms that benefit the inmates, their families, and the staff. Because the Board requested swift action to implement their recommendations, the Department wants to make the Board aware of our immediate funding needs.

One component of the Public Safety Action Plan is an open invitation to clergy and inmate advocates to increase services to inmates. The Department currently has contracts with two chaplaincy organizations that provide staff and volunteers: Correctional Institutions Ministries (CIC) and Catholic Charities. These two agencies coordinate services and activities for multiple faiths, and provide volunteers of multiple faiths and languages. The Department plans to bring an Amendment to the Board in November to increase the services and the contract amount in order to meet the guidelines of the Public Safety Action Plan, so the Department is requesting funding to cover the increased costs.

Another need that was highlighted in the 2015 MGT Jail Needs Assessment, and in verbal comments from the ADA expert, is to improve upon the existing inmate classification system by modernizing it to reflect current standards and practices in the field of jail classification.

The Board approved \$30,000 in funding to hire an independent classification expert to conduct a validation and reliability study of the inmate classification system. Adding positions now in support of these changes would allow for an appropriate supervisory level to oversee the changing dimensions of the inmate population, especially with regard to mental health issues and AB 109. There is an increased demand to conduct an in-depth and longer risk assessment interviews that also need to include ADA, Federally-mandated Prison Rape Elimination Act (PREA), and mental health issues. Approximately 1,735 of the 3,700 inmates have a behavioral health diagnosis or are Seriously Mentally Ill (SMI). The duties of the current supervisory staff are split between Classification Unit, Inmate Programs, Industries, Inmate Screening Unit, Records/Administrative Booking Units, and the Custodial Alternative Sentencing Unit (CASU). Adding supervisory positions would provide for more focused attention on the classification process and allow the Department to more effectively address the upcoming changes and reforms.

In order to address the need for increased programming for high medium security level inmates at Main Jail North, the Department plans to introduce a vocational program centered on janitorial services in a medical/mental health setting. The program would provide work experience and hands-on training on specified safety protocols as well as following maintenance and cleaning procedures. The Department is proposing to add a Janitor Supervisor to manage the program and provide training to the inmate workers.

During the FY 2012 Recommended Budget, as part of the Department's required budget reduction, pre-shift squad briefings and 12-plan overtime were eliminated. At that time, Correctional Deputies and Officers worked 85.75 hours each pay period to accommodate 15 minute squad briefings and fully cover the 24/7 jail operation. The budget reduction reduced the hours per pay period to 80 hours a week, which created a loss of approximately 71,000 productive hours. Now, several years later, the Department is seeing the impact of the loss of 71,000 productive hours in the form of less programming for inmates, and increased number of lockdowns. Also, the Board is aware that the Department has Correctional Deputy vacancies and the number is approximately 67 at this point in time. This proposal would add funding for one more Correctional Cadet Academy per year in order to help fill existing positions and partially mitigate the loss of productive hours. With the current Correctional Cadet Academy, the additional session would likely be added later in CY 2016 and therefore would be an FY 2017 cost. After hiring and training new Correctional Deputies at the Academy, the Department plans to provide the Board with a plan during the Midyear Budget to fully mitigate the loss of productive hours on an ongoing basis. Until that time, the Department plans to use the existing overtime budget to provide enough staff to help address the emerging jail issues, increase available time for programming, and reduce the number and duration of lockdowns.

Custody Health Services and the Health and Hospital System are planning changes to Custody Health Services with regard to mental health treatment. On October 20, 2015, the Board ratified an Agreement with Traditions Psychology Group for psychiatric physician services in the jail. Also that day, the Board ratified a side letter agreement with the Union of Physicians and Dentists (UAPD) for a 25% differential for Psychiatrist positions that work at Main Jail and Elmwood. In order to support the additional therapeutic services and group

sessions, as well as evening clinics, the Department is plans to use the existing overtime budget to provide dedicated staffing to assist with inmate movement and security. The positions would form a special team that would be available Monday through Saturday from morning until 11:00pm while the clinics and group sessions are in progress. After the Department reviews the impact of this additional overtime usage, there may be a request at the Midyear Budget for assistance with overtime funding.

The proposal would add the following:

Description	FTE	FY16 Onetime Cost	FY16 Ongoing Cost (FTE are prorated)	FY17 Cost Ongoing Cost
Chaplaincy Services		\$150,000		
Sheriff's Corr Lieutenant - Classification	1.0		\$143,515	\$244,067
Sheriff's Corr Sergeant - Classification	1.0		\$123,911	\$210,767
Janitor Supervisor	1.0		\$71,876	\$125,732
Background Investigation Contracts for Recruiting			\$200,000	\$200,000
Cadet Salary for Academy				\$420,000
Total:	3.0	\$150,000	\$539,302	\$1,200,566

Future Needs

Related to ADA issues and the Public Safety Action Plan, the Department also anticipates future needs and would like to bring the following to the Board's attention.

- As part of the FY 2016 Recommended Budget, the Board approved \$30,000 for a classification expert to conduct a validation and reliability study of the inmate classification system. Once that assessment is completed, the Department anticipates the need to purchase an off-the-shelf IT solution for a validated classification system.
- The ADA expert is preparing a report that should be complete by early CY 2016. Based on his preliminary identification, the Department anticipates modifications and remodeling to the existing facilities to address ADA issues.
- The recommended action adds positions and expenses to address some of the more immediate concerns with regard to jail issues so that the Department can quickly respond to the dynamic conditions described above. However, the Department also has a near term need for programs for inmates at all security housing levels. This programming need has been highlighted by all of the consultants hired within the last few years to look at jail needs and facilities. Therefore, the Department is developing a plan to add more Rehabilitation Officers or similar type of staff to expand programs

for inmates. Once a comprehensive plan is developed, the Department plans to return to the Board at the Midyear Budget with the actions needed to expand inmate programming and transition/discharge planning.

- The Public Safety Action Plan calls for the rapid expansion of the custody surveillance system. From the October 6, 2015 report back from County Administration, a team of County staff has begun the process of hiring a contractor who can assess facility needs and provide a cost estimate. There will be a work plan presented to the County Executive and the full Board for review.
- On September 15, 2015 the Board received a report from County Administration and County Counsel on body-worn cameras, specifically the effectiveness of body-worn cameras; the Sheriff's Office's current and proposed body-worn camera policies; the best practices surrounding use of body-worn cameras; the public and participant rights to access footage from body-worn cameras; the privacy rights implicated by use of body-worn cameras; the labor implications of a body-worn camera program; the projected savings accrued and costs incurred from a body-worn camera program; and the views of victims, advocates, and stakeholders on the desirability and design of a body-worn camera program. Work continues on feasibility of using body-worn cameras in the jail facilities.
- From the 2015 MGT Jail Needs Assessment report, and based on verbal indications from the ADA expert, there is a need for more classroom and programming space in the jail facilities. There is space available to add classrooms at Elmwood, and to that end the Department has submitted a capital request for FY 2017 to build more classrooms at Elmwood.

CONSEQUENCES OF NEGATIVE ACTION

The Department would need to find alternate funding solutions to address numerous emerging needs related to services to inmates, ADA compliance, and training for custody staff.

LINKS:

- **Linked To:** 78689 : Adoption of Salary Ordinance No. NS-5.16.44 amending Santa Clara County Salary Ordinance No. NS-5.16 relating to compensation of employees adding two Sheriff's Correctional Deputy or Correctional Officer positions and two Sheriff's Correctional Sergeant or Correctional Sergeant positions in the Office of the Sheriff-DOC Contract and two Sheriff's Correctional Lieutenant or Correctional Lieutenant positions and one Janitor Supervisor position in the Department of Correction. (Department of Correction)
- **Linked From:** 78689 : Adoption of Salary Ordinance No. NS-5.16.44 amending Santa Clara County Salary Ordinance No. NS-5.16 relating to compensation of employees adding two Sheriff's Correctional Deputy or Correctional Officer positions and two Sheriff's Correctional Sergeant or Correctional Sergeant positions in the Office of the Sheriff-DOC Contract and two Sheriff's Correctional Lieutenant or

Correctional Lieutenant positions and one Janitor Supervisor position in the Department of Correction. (Department of Correction)

ATTACHMENTS:

- Appropriation Modification - No. 95 (PDF)

COUNTY OF SANTA CLARA
REQUEST FOR APPROPRIATION MODIFICATION
FISCAL YEAR = 2016

Agency/Department Name: Sheriff's Office/Department of Correction	Fiscal Year 2016
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Line #	Description	Fund	Superior Fund Center	Cost Center	General Ledger Account	Job Class	Funded Program	Revenue	Expenditure
1	FICA - Employer Share	0001	0240	3426	5110400	H12			2,875.00
2	Health Insurance	0001	0235	3107	5110200	T58			10,704.00
3	Health Insurance	0001	0235	3107	5110200	T74			11,132.00
4	Health Insurance	0001	0235	3107	5110200	T84			20,248.00
5	Health Insurance	0001	0235	3135	5110200	T58			10,704.00
6	Health Insurance	0001	0235	3135	5110200	T74			11,132.00
7	Health Insurance	0001	0240	3426	5110200	H12			10,687.00
8	Legal Expenses	0001	0240	3400	5255800				591,324.00
9	Medicare Tax - Employer Share	0001	0235	3107	5110500	T58			1,191.00
10	Medicare Tax - Employer Share	0001	0235	3107	5110500	T74			1,010.00
11	Medicare Tax - Employer Share	0001	0235	3107	5110500	T84			1,354.00
12	Medicare Tax - Employer Share	0001	0235	3135	5110500	T58			1,191.00
13	Medicare Tax - Employer Share	0001	0235	3135	5110500	T74			1,010.00
14	Medicare Tax - Employer Share	0001	0240	3426	5110500	H12			672.00
15	Non Capitalized Equipment	0001	0240	3426	5275500				50,000.00
16	Non Capitalized Equipment	0001	0240	3436	5275500				50,000.00
17	Overtime	0001	0235	3126	5103000				249,888.00
18	Overtime	0001	0235	3136	5103000				249,888.00
19	Overtime	0001	0240	3426	5103000				46,060.00
20	Overtime	0001	0240	3436	5103000				46,060.00
21	PC Software	0001	0240	3413	5250800				200,000.00
22	Permanent Employees	0001	0235	3107	5101000	T58			81,636.00
23	Permanent Employees	0001	0235	3107	5101000	T74			69,145.00
24	Permanent Employees	0001	0235	3107	5101000	T84			92,346.00
25	Permanent Employees	0001	0235	3135	5101000	T58			81,636.00
26	Permanent Employees	0001	0235	3135	5101000	T74			69,145.00
27	Permanent Employees	0001	0240	3426	5101000	H12			46,372.00
28	Total forwarded from other pages (Page 2 to 3)								(2,007,410)
TOTAL								0	0

REASON FOR REQUEST: (Require to check one and indicate brief description)
 Re-appropriate prior year unspent expenditures (one-time)
 Others

Brief Description: Adding funding to the Office of the Sheriff, the Sheriff DOC Contract, and the Department of Correction to address jail funding needs.

OBA Log		Prepared By :
F 85 Number: 95		Name (print): Chwan-Fang Lee
		Telephone: (408) 808-3622
		Clerk of the Board
PBF Form Instance(s) ID		Approved by the Board of Supervisors
CMB Form ID#(s): 8808, 8811, 8812, 8841		
		Clerk of the Board
		By: _____ Date: _____

Attachment: Appropriation Modification - No. 95 (78690 : Budgetary Request to Address Jail Needs)

COUNTY OF SANTA CLARA
REQUEST FOR APPROPRIATION MODIFICATION
FISCAL YEAR = 2016

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Page 2 of 3
OBA Log #:

18.a

Agency/Department Name: Sheriff's Office/Department of Correction							Fiscal Year 2016		
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Line #	Description	Fund	Superior Fund Center	Cost Center	General Ledger Account	Job Class	Funded Program	Revenue	Expenditure
28	PERS-Employer Paid Employer Co	0001	0235	3107	5110600	T58			27,015.00
29	PERS-Employer Paid Employer Co	0001	0235	3107	5110600	T74			22,908.00
30	PERS-Employer Paid Employer Co	0001	0235	3107	5110600	T84			30,710.00
31	PERS-Employer Paid Employer Co	0001	0235	3135	5110600	T58			27,015.00
32	PERS-Employer Paid Employer Co	0001	0235	3135	5110600	T74			22,908.00
33	PERS-Employer Paid Employer Co	0001	0240	3426	5110600	H12			4,718.00
34	PERS - UAAL Contrib - Misc	0001	0240	3426	5110610	H12			644.00
35	PERS - UAAL Contrib - Safety	0001	0235	3107	5110620	T58			2,351.00
36	PERS - UAAL Contrib - Safety	0001	0235	3107	5110620	T74			1,994.00
37	PERS - UAAL Contrib - Safety	0001	0235	3107	5110620	T84			2,672.00
38	PERS - UAAL Contrib - Safety	0001	0235	3135	5110620	T58			2,351.00
39	PERS - UAAL Contrib - Safety	0001	0235	3135	5110620	T74			1,994.00
40	Professional and Specialized Serv	0001	0230	3921	5255100				200,000.00
41	Professional and Specialized Serv	0001	0240	3400	5255100				360,500.00
42	Religious Services	0001	0240	3400	5259160				150,000.00
43	Reserves	0001	0910	1010	5701000				(2,963,464.00)
44	Retiree Medical Insurance	0001	0235	3107	5110100	T58			4,444.00
45	Retiree Medical Insurance	0001	0235	3107	5110100	T74			4,444.00
46	Retiree Medical Insurance	0001	0235	3107	5110100	T84			8,888.00
47	Retiree Medical Insurance	0001	0235	3135	5110100	T58			4,444.00
48	Retiree Medical Insurance	0001	0235	3135	5110100	T74			4,444.00
49	Retiree Medical Insurance	0001	0240	3426	5110100	H12			4,444.00
50	Salaries Without Benefits	0001	0235	3107	5102000				16,353.00
51	Salaries Without Benefits	0001	0235	3135	5102000				16,353.00
52	Unemployment Insurance	0001	0235	3107	5110300	T58			71.00
53	Unemployment Insurance	0001	0235	3107	5110300	T74			13.00
54	Unemployment Insurance	0001	0235	3107	5110300	T84			18.00
55	Unemployment Insurance	0001	0235	3135	5110300	T58			71.00
56	Unemployment Insurance	0001	0235	3135	5110300	T74			13.00
57	Unemployment Insurance	0001	0240	3426	5110300	H12			30.00
58	Uniform Allowance	0001	0235	3107	5105500	T58			525.00
59	Uniform Allowance	0001	0235	3107	5105500	T74			525.00
60	Uniform Allowance	0001	0235	3107	5105500	T84			1,050.00
61	Uniform Allowance	0001	0235	3135	5105500	T58			525.00
62	Uniform Allowance	0001	0235	3135	5105500	T74			525.00
63	Workers' Compensation	0001	0235	3107	5110700	T58			6,724.00
64	Workers' Compensation	0001	0235	3107	5110700	T74			5,241.00
65	Workers' Compensation	0001	0235	3107	5110700	T84			5,730.00
66	Workers' Compensation	0001	0235	3135	5110700	T58			6,724.00
67	Workers' Compensation	0001	0235	3135	5110700	T74			5,241.00
68	Page Total - Enter here and on Page 1, Line 20							0.00	(2,008,844.00)

Attachment: Appropriation Modification - No. 95 (78690 : Budgetary Request to Address Jail Needs)

COUNTY OF SANTA CLARA
REQUEST FOR APPROPRIATION MODIFICATION
FISCAL YEAR = 2016

F - 85

Page 3 of 3
OBA Log #:

18.a

Agency/Department Name: Sheriff's Office/Department of Correction

Fiscal Year
2016

Line #	Description	Fund	Superior Fund Center	Cost Center	General Ledger Account	Job Class	Funded Program	Revenue	Expenditure
69	Workers' Compensation	0001	0240	3426	5110700	H12			1,434.00
70									
71									
72									
73									
74									
75									
76									
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109 Page Total - Enter here and on Page 1, Line 20 0.00 1,434.00

Attachment: Appropriation Modification - No. 95 (78690 : Budgetary Request to Address Jail Needs)

ADA compliance and tracking software

On 11/3/15 the Board approved \$200,000 for ADA compliance and tracking software. Before that approval, staff reviewed vendors that supply this software. Now that the funding has been approved, staff plans to initiate the purchasing process immediately.

Chaplaincy services for inmates

On 10/6/15, County Administration reported to the Board:

Opportunities for Volunteer Clergy and Inmate Advocates to Interact Safely with the Inmate Population and Custody Staff

With respect to providing more access to volunteer clergy and inmate advocates, the Sheriff's Office/Department of Correction has met with representatives from their two existing chaplaincy contractors, Correctional Institutions Chaplaincy (CIC) and Catholic Charities, and is working quickly to amend the existing contracts in order to increase the existing service levels to meet new demand. In addition to the current approach, we are looking to enhance services. This also includes addressing the additional needs of inmates for communication and acting as a resource for inmate to help address concerns and grievances in a safe and unbiased manner. In order to do this, the two organizations will need to bring on additional volunteers so that they can reach more inmates. As the additional volunteers become available, the Sheriff's Office/Department of Correction can expedite security clearances to ensure the objectives of the referral are met. The possibility of the CIC volunteers working more collaboratively with the Jail Observer Program (JOP) in the County Executive's Office of Human Relations as a source of referrals to the JOP is also being considered.

Since that time, staff has been negotiating contract amendments with Catholic Charities and CIC (Correctional Institutions Chaplaincy) to increase their service levels to inmates. The contract amendment is scheduled to go to the Board in December 2015.

Early Warning Software

Our Internal Affairs unit is in the process of purchasing early warning system software called IAPRO that enables management and Internal Affairs staff to track, monitor, and review trends for incidents involving staff. The request was submitted to the County's Procurement Department in early October 2015, and that department is currently reviewing the services and implementation plan of the vendor.

**SCC SHERIFF'S DEPARTMENT AND DEPARTMENT OF BEHAVIORAL HEALTH
CRISIS INTERVENTION TRAINING**

11/16/2015-11/20/2015

Santa Clara Fire Training Center
1990 Walsh Ave
Santa Clara, CA 95050

Monday: 11/16/2015

TIME	CLASS	INSTRUCTOR	Contact info
0800-0830	Introduction Training Overview	Kathryn Parlet, LPCC LMFT Devin Fontana SCC Sheriff Department	kathryn.parlet@hhs.sccgov.org devin.fontana@sheriff.sccgov.org
0830-0900	De-Escalation	Kathryn Parlet, LPCC LMFT Mental Health Program Specialist II, County of Santa Clara	kathryn.parlet@hhs.sccgov.org
0900-1100	Civil Commitment/Legal Issues	Sarah Webb Mental Health Advocacy Project Samuel Jain	sarah.webb@lawfoundation.org
1100-1200	Homelessness	Bob Dolci Homeless Coordinator for Santa Clara County	Robert.Dolci@hhs.sccgov.org
1200-1300	Lunch	On Your Own	
1300-1500	Veterans	Swords to Plowshares Tim Jakob Geoff Millard Army Veteran	gmillard@stp-sf.org tim.jakab@stp-sf.org
1500-1700	Question-Persuade-Refer (QPR) Training, SCC Suicide Statistics, and Suicide by Cop	Santa Clara County Suicide Prevention Evelyn C Tirumalai MPH	Evelyn.Tirumalai@hhs.sccgov.org

**SCC SHERIFF'S DEPARTMENT AND DEPARTMENT OF BEHAVIORAL HEALTH
CRISIS INTERVENTION TRAINING**

11/16/2015-11/20/2015

Santa Clara Fire Training Center
1990 Walsh Ave
Santa Clara, CA 95050

Tuesday: 11/17/2015

TIME	CLASS	INSTRUCTOR	Contact info
0800-0900	Traumatic Brain Injury (TBI)	Ms. Angela Lucero Services for Brain Injury	alucero@sbicare.org
0900-1030	Developmental Disabilities	Ann Sieber SARC	asieber@sarc.org
0900-1400	<i>Virtual Hallucination Machine (Participants will be pulled out individually)</i>	<i>David Giulianetti Janssen Pharmaceuticals</i>	<i>dgiulia@ITS.JNJ.com</i>
1030-1200	Autism and Law Enforcement: Recognition, Response and Risk Management	Mr. Brad Boardman Morgan Autism Center San Jose	Brad@morgancenter.org
1200-1300	Lunch	On Your Own	
1300-1430	Psychosis	Dr. Anthony Cozzolino	Anthony.Cozzolino@hhs.sccgov.org
1430-1600	Jail Mental Health Treatment	George Cenkner, LMFT Manager Olivia Fojas, LCSW Quality Improvement Custody Mental Health	George.Cenkner@hhs.sccgov.org Olivia.Fojas@hhs.sccgov.org
1600-1700	Mental Health Court	Honorable Stephen V. Manley Mental Health Judge	smanley@scscourt.org ABarrieau@scscourt.org

**SCC SHERIFF'S DEPARTMENT AND DEPARTMENT OF BEHAVIORAL HEALTH
CRISIS INTERVENTION TRAINING**

11/16/2015-11/20/2015

Santa Clara Fire Training Center
1990 Walsh Ave
Santa Clara, CA 95050

Wednesday: 11/18/2015

TIME	CLASS	INSTRUCTOR	Contact info
0800-1000	Hoarding	Patrick Arbore, Ph.D. Institute on Aging	PARbore@ioaging.org
1000-1100	Mental Health Culture	Eduardo Alvarez Caudillo Regina	caudillo.regina@hhs.sccgov.org eduardo.alvarez@hhs.sccgov.org
1100-1200	Lunch Time Early	Board Bus After Lunch	Field Trip Day
1130-1230	Morgan Center for Autism	Brad Boardman Brad@morgancenter.org	Morgan Autism Center 2280 Kenwood Avenue San Jose, CA 95128
1330-1510	Mental Health Court (Observe the Actual Court Proceedings)	Honorable Judge Manley	Department 64: 115 Terraine Street San Jose, CA 95110
1510-1700	Crestwood Tour (See both Acute and Institute for mental Disease level of care)	Cindy Robins, OTR/L Administrator of Crestwood Center crobins@cbhi.net	Crestwood Center 1425 Fruitdale Ave San Jose, CA (408)275-1010

**SCC SHERIFF'S DEPARTMENT AND DEPARTMENT OF BEHAVIORAL HEALTH
CRISIS INTERVENTION TRAINING
11/16/2015-11/20/2015**

Santa Clara Fire Training Center
1990 Walsh Ave
Santa Clara, CA 95050

Thursday: 11/19/2015

TIME	CLASS	INSTRUCTOR	Contact info
0800-1000	De-Escalation Training	Johnny Costa (Retired, PAPD) Tony Lopez (Retired, MVPD) Mental Health Police Liaisons County of Santa Clara	j.costa.nffn@gmail.com tonylop33@gmail.com
1000-1200	Approaching Alzheimer's: Techniques for Law Enforcement	Alex Morris Professional Education Specialist Alzheimer's Association	amorris@alz.org pmartinez@alz.org
1200-1300	Lunch	On Your Own	
1300-1430	Law Enforcement Stress	Officer Art Howard San Francisco Police Department Brian Cahill	Art.Howard@sfgov.org
1430-1700	How CIT can work for You: Case Study	Captain Shawn Ahearn Sunnyvale Police Department	SAhearn@sunnyvale.ca.gov

**SCC SHERIFF'S DEPARTMENT AND DEPARTMENT OF BEHAVIORAL HEALTH
CRISIS INTERVENTION TRAINING**

11/16/2015-11/20/2015

Santa Clara Fire Training Center
1990 Walsh Ave
Santa Clara, CA 95050

Friday: 11/20/2015

TIME	CLASS	INSTRUCTOR	Contact info
0800-0830	EMQ Youth Treatment	Carlos Aguila Patricia Carrillo, LCSW Karen Meagher	caguila@emqff.org pcarrillo@emqff.org karen.meagher@emqff.org
0830-1000	Excited Delirium	Retired Captain Tony Lopez Mountain View Police Department	tonylop33@gmail.com
1000-1200	National Alliance on Mental Health (NAMI) PANEL	John Mitchem Past NAMI President, Kathy Forward Marc Fowler Santa Clara County NAMI Consumers and Family Members	mfowler@namisantaclara.org mitchem@pacbell.net kathyforward@namisantaclara.org
1200-1300	Lunch	NAMI and Eli Lilly Pharmaceuticals	**Lunch Provided**
1300-1400	De-Escalation in the Jail	Corrections Deputy Brenda Perez Corrections Deputy Kurt Hogan Corrections Deputy Jeromie Smith 8A, Main Jail	polvosb@yahoo.com krhogansr@yahoo.com j85j85@yahoo.com
1400-1530	Medications	Dr. Anthony Cozzolino	Anthony.Cozzolino@hhs.sccgov.org
1530-1700	Panel Discussion/Graduation	CIT Staff	



County of Santa Clara
 Santa Clara Valley Health & Hospital System
 Children's Shelter & Custody Health Services
 Adult Health Services

77827 B

DATE: September 29, 2015
TO: Board of Supervisors
FROM: Maryann Barry, Director, Custody Health Services
SUBJECT: MIOCR Grant Ratification

RECOMMENDED ACTION

Consider recommendations relating to the Mentally Ill Offender Crime Reduction (MIOCR) Grant.

Possible action:

- a. Ratify Grant Application submitted by Director, Custody Health Services, to the Board of State and Community Corrections, relating to the Mentally Ill Offender Crime Reduction Grant funding for case management services to the most vulnerable mentally ill inmates in the amount of \$887,529 for the period of July 1, 2015 through June 30, 2018.
- b. Approve Request for Appropriation Modification No. 42 - \$274,642, increasing revenue and expenditures in the Custody Health Services Budget. (4/5 Roll Call Vote)

FISCAL IMPLICATIONS

Approval of the recommended action will have no net fiscal impact. The increased budgeted expense for the positions is offset by an increase in budgeted revenue. The positions which will be funded by this grant will expire upon the grant's termination in June of 2018.

CONTRACT HISTORY

None.

REASONS FOR RECOMMENDATION

The Board of State and Community Corrections (BSCC) issued a Request for Proposal for a MIOCR grant in May, 2015. The Custody Health Services Department (CHS) of the Santa Clara Valley Health & Hospital System in collaboration with the Sheriff's Office (SO) submitted a proposal to the BSCC for the development of the In-Custody Re-Entry Program

to facilitate the transition of inmates from Custody to access the re-entry services available in the community. Although plentiful re-entry services are available in Santa Clara County, and inmates are provided with information on these services prior to leaving the Jail, the percentage of recently released inmates' use of these services is extremely low. Failure to connect with continued services in the community upon release from custody can be seen in the high recidivism rate of mentally ill inmates. Thus, a program proposal was developed to facilitate the use of re-entry services for the mentally ill inmates who had the highest Jail recidivism rates over the past five years.

Custody Health received notification of the grant award on June 12, 2015 and was unable to submit the grant application to the Board of Supervisors for approval at the June 23, 2015 meeting, prior to the beginning of the grant period which began July 1, 2015.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will improve the access to services in the community for elderly inmates who meet the criteria for participation in the program.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

The Board of Supervisors delegated authority to the SO in collaboration with the CHS of Santa Clara Valley Health & Hospital System to submit an application for the MIOCR grant at its regular Board Meeting on May 5, 2015. On June 12, 2015, the SO and CHS received notification from the Board of State and Community Corrections that its grant application was approved and funded.

The program would target the identified population at the point of entry into the Jail and work with these inmates in planning their release to the community through collaboration with the Public Defender's Office, District Attorney's Office, Courts, and the Re-Entry Resource Center. If possible, weekday and daytime releases would be sought in order to provide the inmates with a member of the In-Custody Re-Entry team to escort them to the County's Re-Entry Resource Center. This "warm hand off" approach is a key element in the anticipated success of inmates' re-entry into the community.

The In-Custody Re-Entry program would consist of three staff: 1.0 Community Health Worker (CHW), 0.8 Marriage and Family Therapist and 0.5 Office Specialist III. The team would work closely together to maximize their efforts in the identification of the target population and their individual work with the mentally ill inmates. Ongoing collaboration

with the Public Defender's Office, the District Attorney's Office, the Courts, and the Re-Entry Resource Center would occur throughout the inmates' incarceration. Inmates who are released from Jail at a time where a "warm hand-off" to the Re-Entry Resource Center is not available would be followed up in the community by the CHW. Data will be maintained on all inmates treatment, as well as contacts with the various Criminal Justice agencies involved in the inmates' criminal proceedings, and all connections made with community resources for the inmates. Evaluation of success of the program will be conducted by a contracted vendor.

The SO and CHS sought participation of key stakeholders in the community to review the In-Custody Re-Entry grant proposal through the development of the MIOCR Leadership Strategy Team, which consisted of leadership staff from the SO, CHS, Courts, Probation, Behavioral Health Department, former mentally ill inmates, and current clients of the County Mental Health Department. Members of the Leadership team provided input and feedback on the grant proposal and ultimately approved its submission to the BSCC. Development of the In-Custody Re-Entry Program was developed to facilitate the transition of inmates from Custody to access the re-entry services available in the community.

It is through the concerted and collaborative efforts of the CHS and its partners in the Criminal Justice System and the Re-Entry Resource Center that the County of Santa Clara intends to vastly improve the successful re-integration into the community for Seriously Mentally Ill inmates who have had a history of high Jail recidivism rates.

CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the recommended actions, mentally ill inmates will not be afforded the opportunity to successfully connect with re-entry services available to them in the community.

STEPS FOLLOWING APPROVAL

Upon the Board of Supervisors' approval, the Office of the Clerk of the Board is requested to send notification of completed processing.

LINKS:

- **Linked From:** 78250 : Adoption of Salary Ordinance No. NS-5.16.27 amending Santa Clara County Salary Ordinance No. NS-5.16 relating to compensation of employees adding one Community Worker position, one Office Specialist III position and one Psychiatric Social Worker II or Marriage & Family Therapist II or Marriage & Family Therapist I or Psychiatric Social Worker I position in Custody Health Services.

ATTACHMENTS:

- F85-42 MIOCR grant Custody Health (PDF)
- job duties statement Marriage Family Therapist II for 8312015 (DOCX)
- Community Health Worker (DOCX)
- HR-formal-add-and-delete-request for custody health (PDF)
- Org chart aug 2015 - before (PDF)
- Org chart aug 2015 - after (PDF)
- Job Duty statement OSIII(DOCX)
- MICOR Grant Agreement Sept 2015 (PDF)

(Forward original to Departmental Budget Analyst)

**COUNTY OF SANTA CLARA
REQUEST FOR APPROPRIATION MODIFICATION
FISCAL YEAR = 2016**

F - 85
Page 1 of _2_

Agency/Department Name: Custody Health Services	Fiscal Year 2016
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Line #	Description	Fund	Superior Fund Center	Cost Center	General Ledger Account	Job Code	Funded Program	Revenue	Expenditure	
1	Direct Expenses - Other	0001	0414	4543	5350500				14,964	
2	FED - Other Grants and Aids	0001	0414	4543	4580100			274,642		
3	FICA - Employer Share	0001	0414	4543	5110400	D09			1,350	
4	FICA - Employer Share	0001	0414	4543	5110400	E07			2,725	
5	FICA - Employer Share	0001	0414	4543	5110400	P96			3,773	
6	Health Insurance	0001	0414	4543	5110200	D09			9,160	
7	Health Insurance	0001	0414	4543	5110200	E07			18,320	
8	Health Insurance	0001	0414	4543	5110200	P96			14,656	
9	Medicare Tax - Employer Share	0001	0414	4543	5110500	D09			316	
10	Medicare Tax - Employer Share	0001	0414	4543	5110500	E07			637	
11	Medicare Tax - Employer Share	0001	0414	4543	5110500	P96			882	
12	Permanent Employees	0001	0414	4543	5101000	D09			21,772	
13	Permanent Employees	0001	0414	4543	5101000	E07			43,947	
14	Permanent Employees	0001	0414	4543	5101000	P96			60,852	
15	PERS-Employer Paid Employee C	0001	0414	4543	5110601	D09			1,571	
16	PERS-Employer Paid Employee C	0001	0414	4543	5110601	E07			3,173	
17	PERS-Employer Paid Employee C	0001	0414	4543	5110601	P96			4,463	
18	PERS-Employer Paid Employer C	0001	0414	4543	5110600	D09			3,321	
19	PERS-Employer Paid Employer C	0001	0414	4543	5110600	E07			6,704	
20	PERS-Employer Paid Employer C	0001	0414	4543	5110600	P96			9,283	
21	PERS - UAAL Contrib - Misc	0001	0414	4543	5110610	D09			302	
22	PERS - UAAL Contrib - Misc	0001	0414	4543	5110610	E07			610	
23	Transfer from fund balance (Fund # _____)									
24	Transfer from fund balance (Fund # _____)									
25	Others - Describe:									
26										
27	Total forwarded from other pages (Page __2__ to __2__)								0	51,861
TOTAL								274,642	274,642	

REASON FOR REQUEST: (Require to check one and indicate brief description)
 Re-appropriate prior year unspent expenditures (one-time)
 Others
Brief Description: This appropriation modification relates to a federal Mentally Ill Offender Crime Reduction (MIOCR) grant award to Custody Health Services. The three year grant award funds 0.80 FTE Marriage Family Therapist, 1.0 FTE Community Worker and 0.50 FTE Office Specialist III. Evaluation funding of \$29,500 is included in years 1 and 2. Overhead funding is \$14,964 in year 1 and \$27,346 in year 2 given the latest PBF personnel costs.

F 85 Number: ____42____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td align="right" colspan="2">Prepared By :</td></tr> <tr><td>Name (print):</td><td>Martha Paine</td></tr> <tr><td>Telephone:</td><td>(408)885-6860</td></tr> <tr><td align="center" colspan="2">Clerk of the Board</td></tr> <tr><td align="center" colspan="2">Approved by the Board of Supervisors</td></tr> <tr><td>Clerk of the Board</td><td></td></tr> <tr><td>By: _____</td><td>Date _____</td></tr> </table>	Prepared By :		Name (print):	Martha Paine	Telephone:	(408)885-6860	Clerk of the Board		Approved by the Board of Supervisors		Clerk of the Board		By: _____	Date _____
Prepared By :															
Name (print):	Martha Paine														
Telephone:	(408)885-6860														
Clerk of the Board															
Approved by the Board of Supervisors															
Clerk of the Board															
By: _____	Date _____														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td align="center">PBF Entry</td></tr> <tr><td>Entered to PBF by: _____ M. Paine _____</td></tr> <tr><td>Form(s) : ____CMB/CLB 8441_____</td></tr> </table>	PBF Entry	Entered to PBF by: _____ M. Paine _____	Form(s) : ____CMB/CLB 8441_____												
PBF Entry															
Entered to PBF by: _____ M. Paine _____															
Form(s) : ____CMB/CLB 8441_____															

Attachment: F85-42 MIOCR grant Custody Health (77827 : MIOCR Grant Ratification)

COUNTY OF SANTA CLARA
REQUEST FOR APPROPRIATION MODIFICATION
FISCAL YEAR = 2012

Agency/Department Name: Custody Health Services								Fiscal Year	20
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Line #	Description	Fund	Superior Fund Center	Cost Center	General Ledger Account	Job Code	Funded Program	Revenue	Expenditu	
28	PERS - UAAL Contrib - Misc	0001	0414	4543	5110610	P96				
29	Professional and Specialized Serv	0001	0414	4543	5255100				29	
30	Retiree Medical Insurance	0001	0414	4543	5110100	D09			3	
31	Retiree Medical Insurance	0001	0414	4543	5110100	E07			7	
32	Retiree Medical Insurance	0001	0414	4543	5110100	P96			6	
33	Unemployment Insurance	0001	0414	4543	5110300	D09				
34	Unemployment Insurance	0001	0414	4543	5110300	E07				
35	Unemployment Insurance	0001	0414	4543	5110300	P96				
36	Workers' Compensation	0001	0414	4543	5110700	D09				
37	Workers' Compensation	0001	0414	4543	5110700	E07			1	
38	Workers' Compensation	0001	0414	4543	5110700	P96			1	
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68	Page Total - Enter here and on Page 1, Line 27								0.00	51,861.00

Attachment: F85-42 MIOCR grant Custody Health (77827 : MIOCR Grant Ratification)

Marriage Family Therapist II/Licensed Clinical Social Worker II

1. Assess inmate clients booked into custody with specific attention to assessment of suicide risk, mental status exam, substance abuse, demographic risk factors, serious mental illness, need for in-custody follow up with crisis staff, social services staff (discharge planning), psychiatrist appointments etc.
2. Provide interventional counseling/crisis counseling, coaching and patient teaching on coping skills, anger management, skills necessary for clients to process through adjudication.
3. Participate in the evaluation of problems presented and initiate the development of treatment plans.
4. Provide individual counseling and coaching tailored toward recidivism reduction and successful re-entry into the community.
5. Collaborate with staff and other community agencies in the implementation and ongoing refinement of treatment plans.
6. Perform intensive casework, assessment and motivational interviewing for identified clients in custody.
7. Interface with Psychiatrists, Medical Providers, attorneys, courts, and other mental health staff to identify services and initiate linkages required to address the client's acute or chronic conditions.
8. Evaluate new techniques and strategies for dealing with emotional and environmental problems.
9. Act as a resource specialist; assist in development of specific tools/educational material to assist clients in custody.

Marriage, Family Therapist (P96)

Marriage, Family Therapists assigned to the Main Jail and the Elmwood Correctional Facility provide the following services to the Inmates incarcerated at these facilities:

- 1) Mental health status examinations
- 2) Crisis intervention services
- 3) Behavior management
- 4) Case management services
- 5) Liaison with Courts, the District Attorney's and Public Defender's Offices
- 6) Release planning

CUSTODY HEALTH SERVICES

BU 414

Job Duty Statements

Community Health Worker

- 1) Meet with Mentally Ill inmates prior to their release from custody to gather data regarding the inmates' needs in the community
- 2) Collaborate with PDO and Courts regarding inmates' release plans
- 3) Collaborate with Reentry Resource Center staff to facilitate inmates' release planning
- 4) Communicate with inmates' family and significant others prior to inmates' release to coordinate release plans
- 5) Gather salient data related to the inmates' release and distribute to identified Departments to facilitate inmates' release
- 6) Provide Supervisor with updated information regarding all release plans in a timely manner
- 7) Collaborate with identified members of the CHS team to facilitate release of inmates

FORM AVAILABLE AT: [SCCGOVATWORK](#) (Go to Quicklink: HR Forms)

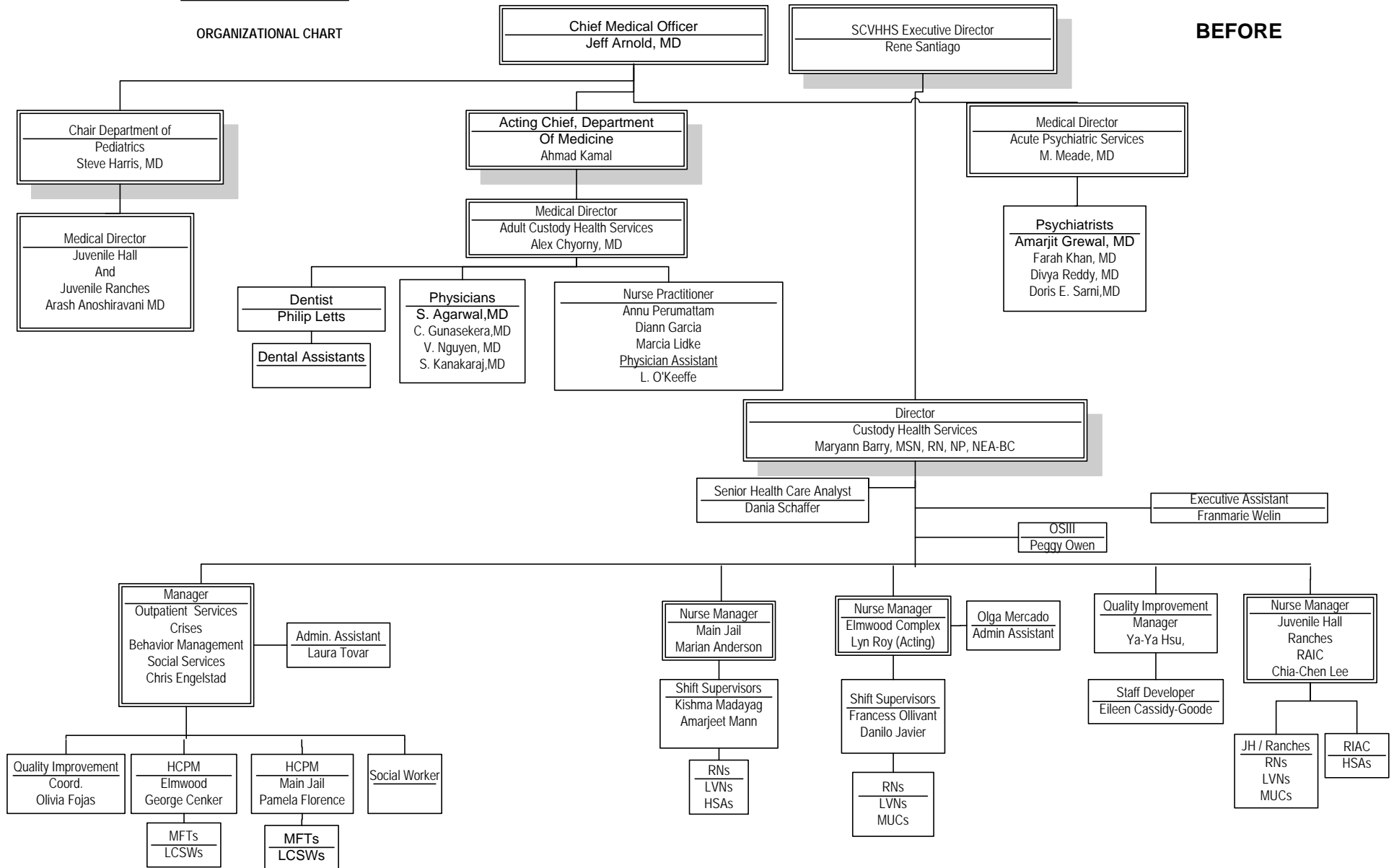
ESA-HR-005 Rev nry 10/14/C

Attachment: HR-formal-add-and-delete-request for custody health (77827 : MIOCR Grant Ratification)

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM
CUSTODY HEALTH SERVICES

ORGANIZATIONAL CHART

BEFORE

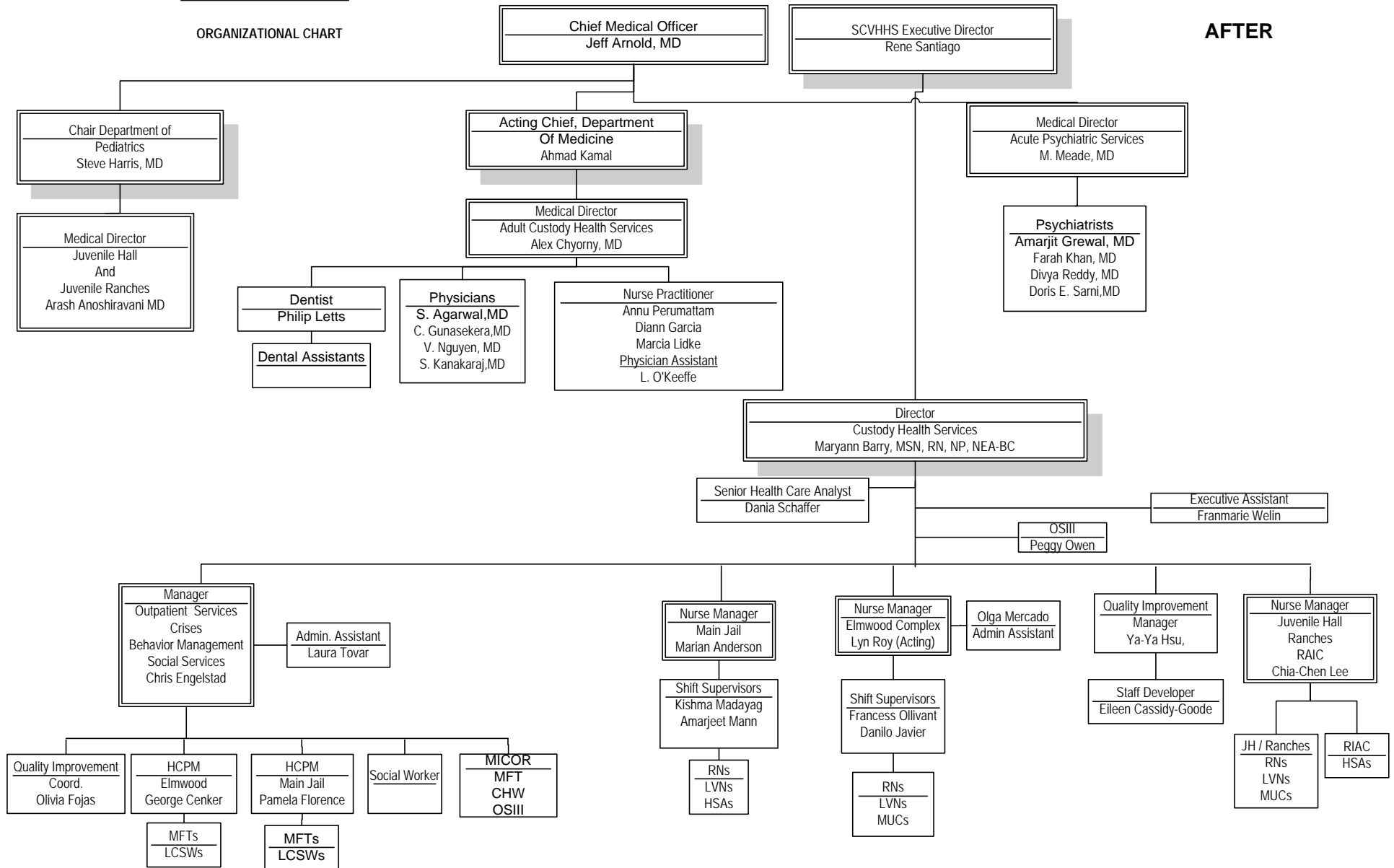


Attachment: Org chart aug 2015 - before (77827 : MIOCR Grant Ratification)

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM
CUSTODY HEALTH SERVICES

ORGANIZATIONAL CHART

AFTER



Attachment: Org chart aug 2015 - after (77827 : MIOCR Grant Ratification)

Custody Health Services

Job Duty Statement

OSIII/MIOCR Grant

- 1) Daily check CJIC for pending release dates of mentally ill inmates
- 2) Provides list of mentally ill inmates with pending release dates to MIOCR CHW and MFT on a daily basis
- 3) Maintains data base with all mentally ill inmates that have been referred to MIOCR team; enters date(s) of referrals to HHS Departments, PDO, Court, Re-entry Center, CBOs, and other County and community resources
- 4) Provides a weekly status report to MIOCR team on pending releases
- 5) Collaborates with MIOCR team on a daily basis
- 6) Shares salient information regarding MIOCR inmates with CHS Management team.

MENTALLY ILL OFFENDER CRIME REDUCTION GRANT PROGRAM ADULT PROJECT APPLICATION

SECTION I: APPLICANT INFORMATION

A. APPLICANT/DEPARTMENT IMPLEMENTING THE GRANT

COUNTY: Santa Clara, CA		COLLABORATING COUNTY (if applicable):	
IMPLEMENTING AGENCY	DUN AND BRADSTREET NUMBER	TELEPHONE NUMBER	
Department of Correction	(if applicable)	408-808-4900	
STREET ADDRESS	CITY	STATE	ZIP CODE
55 West Younger Ave	San Jose	CA	95110
MAILING ADDRESS	CITY	STATE	ZIP CODE
55 West Younger Ave	San Jose	CA	95110

B. GRANT AMOUNT REQUESTED

\$ 950,000

C. PROPOSED MATCH AMOUNT

\$ 237,500

D. APPLICANT PROJECT DIRECTOR

NAME AND TITLE			TELEPHONE NUMBER
Maryann Barry			408/808-5253
STREET ADDRESS			FAX NUMBER
150 West Hedding St			408/808--5716
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Jose	CA	95110	marryann.barry@hhs.sccgov.org

E. APPLICANT PROJECT FINANCIAL OFFICER

NAME AND TITLE			TELEPHONE NUMBER
Martha Paine			408/885-6860
STREET ADDRESS			FAX NUMBER
SCCHHS Administrative Office Building, 751 South Bascom			
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Jose	CA	95128	Martha.Paine@hhs.sccgov.org

F. APPLICANT DAY-TO-DAY CONTACT PERSON

NAME AND TITLE	TELEPHONE NUMBER
Maryann Barry	408/808-5253
EMAIL ADDRESS	
marryann.barry@hhs.sccgov.org	

G. APPLICANT'S AGREEMENT

By signing this application, the applicant assures that the grantee will abide by the laws, policies, and procedures governing this funding.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT			
John Hirokawa, Chief of Correction			
STREET ADDRESS	STATE	ZIP CODE	TELEPHONE NUMBER
55 West Younger Ave, San Jose	CA	95110	408-808-4900
APPLICANT'S SIGNATURE			DATE



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2690 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916.445.6073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

September 4, 2015

John Hirokawa
Santa Clara County
55 West Younger Avenue
San Jose, CA 95110

Subject: MIOCR Grant Agreement # 978-15

Dear Chief Hirokawa,

Enclosed is a copy of the fully executed contract between Santa Clara County and the Board of State and Community Corrections (BSCC) for funds awarded through the Mentally Ill Offender Crime Reduction (MIOCR) Grant Program.

This document should be kept in your official project file. Please refer to Exhibit A, Scope of Work (page 2) in the Grant Agreement for reporting requirements and Exhibit B, Budget Detail and Payment Provisions (page 1) for grant funding reimbursement dates. Your project's quarterly invoices will be available on our website prior to October 1, 2015 at: http://bscc.ca.gov/s_cppgrantinvoicing.php. More information concerning the above will be provided at the New Grantee Orientation.

If you have technical questions or require assistance, you may contact Helene Zentner, Field Representative, at (916) 323-8631 or Helene.zentner@bscc.ca.gov. The BSCC looks forward to working with you and our partnership to ensure the successful administration of your Adult MIOCR grant.

Sincerely,

MARY JOLLS
Deputy Director
Corrections Planning and Programs Division

Enclosures

cc: Maryann Barry, Project Director
Martha Paine, Project Financial Officer

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
BSCC 978-15

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME

SANTA CLARA COUNTY

2. The term of this Agreement is: **July 1, 2015 through June 30, 2018**

3. The maximum amount of this Agreement is: **\$887,529.00**
Eight Hundred Eighty-Seven Thousand Five Hundred Twenty-Nine Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A:	Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	GTC 610: General Terms and Conditions	3 pages
Exhibit D:	Special Terms and Conditions	3 pages
Attachment 1:	Application for Funding/Grant Proposal	34 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
SANTA CLARA COUNTY

BY (Authorized Signature)
JHirokawa #1357

DATE SIGNED (Do not type)
06/25/15

PRINTED NAME AND TITLE OF PERSON SIGNING
JOHN HIROKAWA, Chief of Corrections

ADDRESS
**55 West Younger Avenue
San Jose, CA 95110**

STATE OF CALIFORNIA

AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

BY (Authorized Signature)
Mary Jolls

DATE SIGNED (Do not type)
7/1/15

PRINTED NAME AND TITLE OF PERSON SIGNING
MARY JOLLS, Deputy Director

ADDRESS
**2590 Venture Oaks Way, Suite 200
Sacramento CA 95833**

California Department of General Services Use Only

Exempt per: **SCM 1, 4.04, A.4.**

Santa Clara County
BSCC 978-15
Page 1 of 3

**EXHIBIT A
SCOPE OF WORK**

1. GRANT AGREEMENT – MENTALLY ILL OFFENDER CRIME REDUCTION GRANT

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and Santa Clara County hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

A. Grants are encumbered under this contract for the purposes of supporting appropriate prevention, intervention, supervision, services, and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders while continuing public safety.

The In-Custody Reentry Team (ICRT) will support the successful reentry of inmates with a serious mental illness. The ICRT will employ incarceration-based, prevention-oriented case management and discharge planning to program clients, linking them to post-release services and increasing engagement in the types of treatment and support services that will improve their quality of life and reduce their chances of recidivating. The ICRT will work with serious mentally ill offenders from booking to release, establishing a reentry case plan within days of a mental health referral and following the client through incarceration to their release through service linkages.

B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal, which is attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows and as specified in Section I of Attachment 1: Application for Funding/Grant Proposal:

Authorized Officer with legal authority to sign:

Name: John Hirokawa
Title: Chief of Correction
Address: 55 West Younger Avenue; San Jose, CA 95110
Phone: (408) 808-4900

Designated Financial Officer authorized to receive warrants:

Name: Martha Paine
Title: Director, General Fund Budget Units
Address: SCCHHS Administrative Office Building; 751 South Bascom; San Jose, CA 95128
Phone: (408) 885-6860
Fax: (408) 885-6886
Email: Martha.Paine@hhs.sccgov.org

Project Director authorized to administer the project:

Name: Maryann Barry
Title: Director, Custody Health Services
Address: 150 West Hedding Street; San Jose, CA 95110
Phone: (408) 808-5253
Fax: (408) 808-5716
Email: maryann.barry@hhs.sccgov.org

**EXHIBIT A
SCOPE OF WORK**

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to participate in the collection of data on a common set of variables (and using one or more common data collection instruments). These common variables will be identified collaboratively by the BSCC and the grantees during the grantee orientation meeting. It is anticipated that grantees will be required to submit this common set of variables on a quarterly basis. Data elements may include demographic and other background information, program status information, level and intensity of program services information, and short-term and intermediate-term outcome information. Grantees will also be required to conduct a Local Evaluation Plan as outlined in the Grant Requirements Section of the Request for Proposals (pages 11-12).

5. PROGRESS REPORTS AND EVALUATIONS

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods	Due no later than:
1) July 1, 2015 through September 30, 2015	November 16, 2015
2) October 1, 2015 through December 31, 2015	February 15, 2016
3) January 1, 2016 through March 31, 2016	May 16, 2016
4) April 1, 2016 through June 30, 2016	August 15, 2016
5) July 1, 2016 through September 30, 2016	November 16, 2016
6) October 1, 2016 through December 31, 2016	February 15, 2017
7) January 1, 2017 through March 31, 2017	May 16, 2017
8) April 1, 2017 through June 30, 2017	August 15, 2017
9) July 1, 2017 through September 30, 2017	November 16, 2017
10) October 1, 2017 through December 31, 2017	February 15, 2018
11) January 1, 2018 through March 31, 2018	May 16, 2018
12) April 1, 2018 through June 30, 2018	August 15, 2018

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).

Santa Clara County
BSCC 978-15
Page 3 of 3

EXHIBIT A
SCOPE OF WORK

- D. The Grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Invoicing Periods**Due no later than:**

1) July 1, 2015 through September 30, 2015	November 16, 2015
2) October 1, 2015 through December 31, 2015	February 15, 2016
3) January 1, 2016 through March 31, 2016	May 16, 2016
4) April 1, 2016 through June 30, 2016	August 15, 2016
5) July 1, 2016 through September 30, 2016	November 16, 2016
6) October 1, 2016 through December 31, 2016	February 15, 2017
7) January 1, 2017 through March 31, 2017	May 16, 2017
8) April 1, 2017 through June 30, 2017	August 15, 2017
9) July 1, 2017 through September 30, 2017	November 16, 2017
10) October 1, 2017 through December 31, 2017	February 15, 2018
11) January 1, 2018 through March 31, 2018	May 16, 2018
12) April 1, 2018 through June 30, 2018	August 15, 2018

- B. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

Santa Clara County
BSCC 978-15
Page 2 of 3

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs. The BSCC Grant Administration and Audit Guide outlines eligible and ineligible project costs.
- B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report;
 - 3) submittal and approval of any additional required reports; and
 - 4) submittal and approval of the final audit of expenditures.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$750,262	\$0	\$365,106	\$1,115,368
2. Services & Supplies	\$0	\$0	\$0	\$0
3. Professional Services	\$0	\$0	\$0	\$0
4. Community Based Organization (CBO) Contracts	\$0	\$0	\$0	\$0
5. Indirect Costs / Administrative Overhead (<i>not to exceed 10% of grant award</i>)	\$48,767	\$0	\$23,732	\$72,499
6. Fixed Assets / Equipment	\$0	\$0	\$0	\$0
7. Data Collection / Enhancement	\$0	\$0	\$0	\$0
8. Program Evaluation	\$88,500	\$0	\$0	\$88,500
9. Sustainability Planning	\$0	\$0	\$0	\$0
10. Other (include travel costs)	\$0	\$0	\$0	\$0
TOTAL	\$887,529	\$0	\$388,838	\$1,276,367

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GTC 610: GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Gov. Code

EXHIBIT C
GENERAL TERMS AND CONDITIONS

§12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation [Mil. & Vets. Code §999.5(d); Govt. Code §14841].
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code [PCC 10344(e)].

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is responsible for the project activities identified in Attachment 1: Application for Funding/Grant Proposal to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Application for Funding/Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Application for Funding/Grant Proposal, or approved modifications;
- 3) failure to provide the required local match share of the total project costs; and
- 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS****8. SETTLEMENT OF DISPUTES**

- A. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the BSCC Corrections Planning and Programs Division Deputy Director. Within 30 days, the Deputy Director shall meet with the Grantee and the designated BSCC Field Representative for purposes of resolving the dispute.

The appeal shall be in writing and shall:

- 1) state the basis for the appeal;
 - 2) state the action being requested of the Deputy Director; and,
 - 3) include any correspondence/documentation related to the cause for dissatisfaction.
- B. The Deputy Director will review the appeal and render a decision on the appeal within 30 calendar days. The decision of the Deputy Director shall be in writing and shall provide rationale for the decision.
- C. If dissatisfied with the decision, the Grantee may file for a review by the BSCC Executive Director. Such request shall be in writing and contain all the elements listed above in Item A.
- D. The decision of the Executive Director shall be final. Notice of the decision shall be mailed to the Grantee.
- E. The procedural time requirement may be waived with written mutual consent of both Grantee and Deputy Director. Grantee shall continue with the responsibilities under this Agreement during any dispute.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §16654 through §16649 to this Grant Agreement and agrees to the following:

- A. No state funds received under the Grant Agreement will be used to assist, promote, or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.



County of Santa Clara
Santa Clara Valley Health & Hospital System
Children's Shelter & Custody Health Services
Adult Health Services

78250

DATE: September 29, 2015
TO: Board of Supervisors
FROM: Maryann Barry, Director, Custody Health Services
SUBJECT: MIOCR Grant Salary Ordinance

RECOMMENDED ACTION

Adoption of Salary Ordinance No. NS-5.16.27 amending Santa Clara County Salary Ordinance No. NS-5.16 relating to compensation of employees adding one Community Worker position, one Office Specialist III position and one Psychiatric Social Worker II or Marriage & Family Therapist II or Marriage & Family Therapist I or Psychiatric Social Worker I position in Custody Health Services.

- Action to Introduce and Preliminarily adopt on September 29, 2015; Roll Call Vote to waive reading, Roll Call Vote to adopt.
- Action for Final Adoption on October 6, 2015; Roll Call Vote to adopt.

LINKS:

- [Linked To: 77827](#) : Consider recommendations relating to the Mentally Ill Offender Crime Reduction (MIOCR) Grant.

ATTACHMENTS:

- NS-5.16.27-CH - Add 1 PSW, 1 OS III and 1 CW (DOCX)

ORDINANCE NO. NS-5.16.27

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.16 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 41 – CUSTODY HEALTH SERVICES – BU 414 the following shall be added:

- 1 E07 Community Worker
- 1 D09 Office Specialist III
- 1 Y41 Psychiatric Social Worker II
- OR P96 Marriage & Family Therapist II
- OR P97 Marriage & Family Therapist I
- OR Y42 Psychiatric Social Worker I

SECTION 2:

This Ordinance shall take effect October 6, 2015. This Ordinance shall be implemented on November 9, 2015. This ordinance shall expire at 11:59 p.m. on June 30, 2018.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____ by the following vote:

- AYES: Supervisors,
- NOES: Supervisors,
- ABSENT: Supervisors,

Dave Cortese, President
BOARD OF SUPERVISORS

Attest:

Megan Doyle
Clerk of the Board of Supervisors

Attachment: NS-5.16.27-CH - Add 1 PSW, 1 OS III and 1 CW (78250 : MIOCR Grant Salary Ordinance)



**County of Santa Clara
Office of the County Executive**

78605

DATE: October 20, 2015

TO: Board of Supervisors

FROM: Jeffrey V. Smith, County Executive

SUBJECT: Agreement with Traditions Psychology Group, Inc.

RECOMMENDED ACTION

Ratify Agreement with Traditions Psychology Group, Inc., relating to providing psychiatric physician services for Santa Clara County correctional facilities, in the amount not to exceed \$3,731,637 annually, for period September 10, 2015 through September 29, 2017, that has been reviewed and approved by County Counsel as to form and legality. (Office of the County Executive)

FISCAL IMPLICATIONS

The recommended action would increase contract psychiatrist expenses by a maximum of \$3,007,740 in FY16 and \$3,731,637 annually. Compared to the current budget for Custody psychiatric services, this represents an increase of a maximum of \$1,980,793 in FY 2016 and \$2,457,526 annually. The Department and the Office of Budget and Analysis are reviewing Custody budgets and expenditures to explore possible solutions and will return to the Board during the mid-year budget review to address this issue.

CONTRACT HISTORY

This is a new contract.

REASONS FOR RECOMMENDATION

Despite ongoing recruitment and the utilization of contract psychiatrists, it continues to be a challenge to recruit qualified psychiatrists to provide services to inmates at the Santa Clara County correctional facilities. Provision of professional Psychiatric Physician Services within the correctional facilities is required by state and federal law, as well as by the Institute for Medical Quality, the Jails' health care accrediting agency.

In order to insure compliance with legal requirements, Custody Health Services has utilized a locum tenens contract to backfill vacant Psychiatrist positions and is actively recruiting at least 2.5 FTE Psychiatrist positions for the jails.

This agreement was executed by the County Executive on September 10, 2015. As a limited

exception, if an Agency or Department needs to have a contract executed, terminated, or amended to change the term, scope of services or products being procured, but it does not have sufficient time to obtain Board approval, then the Agency or Department must ask the County Executive to take the necessary action. The County Executive, pursuant to this delegation, has the authority to bind the County. The Department is now asking the Board to ratify this agreement.

CHILD IMPACT

The recommended action will have no/neutral impact on children.

SENIOR IMPACT

The recommended action will help insure that elderly inmates are assessed and evaluated by Psychiatric Provider staff in a timely and expeditious manner.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

In 2011, the California State Legislature passed Assembly Bill 109. Through the Public Safety Realignment Act, the State of California sought to reduce the rate of recidivism and decrease the size of its state prison population. Certain non-violent and less serious offenders instead of being directed to state prison are now shifted to local jails. This shift in the flow of inmates to local jurisdictions has caused counties to need additional service providers to serve the new local inmates. Santa Clara County, as other counties, requires additional psychiatric service providers to serve the new inmates.

CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the recommended action will delay the delivery of mental health services to the inmates in the Santa Clara County correctional facilities.

STEPS FOLLOWING APPROVAL

Notify Melissa Erickson at melissa.erickson@hhs.sccgov.org

ATTACHMENTS:

- Traditionas Agreement (PDF)

Article I
Program Provisions

1. TERM

This Agreement shall commence from Effective Date through September 29, 2017, unless terminated in accordance with Article III, Section 6.

2. RESPONSIBILITIES AND DUTIES OF CONTRACTOR AND PSYCHIATRISTS

- 2.1 Contractor shall provide psychiatrists, including locum tenens psychiatrists as indicated in this Agreement ("Psychiatrists") who shall provide those services set forth in Exhibit A (Scope of Service) at Correctional Facilities. Contractor shall ensure that its employees and agents comply with all applicable County rules and regulations, policies, and procedures.
- 2.2 Contractor shall comply with all federal, state, and local laws and regulations applicable to the provision of or payment for contracted services, including, but without limitation, laws relating to regulation and licensure of medical providers, and other organizations that have established standards applicable to the provision of the Scope of Service.
- 2.3 Psychiatrist performing services under this Agreement shall meet expectations for performance as outlined in the contractual agreement and shall comply with the provisions of the governing instruments of SCVMC, including, without limitation, the SCVMC rules and regulations, the Practitioner Code of Conduct, Peer Review Processes including Ongoing Professional Practice Evaluation (OPPE) / Focused Professional Practice Evaluation (FPPE), Conflict Management, and Medical Staff Bylaws as each may be amended from time to time, and such policies, procedures and protocols related to provision of the Scope of Service, as may from time to time be established, including any quality assurance and utilization review policies. Such instruments, policies, procedures, and protocols (Policies) may be amended from time to time by SCVMC without prior approval of Psychiatrist. Psychiatrist performing services under this Agreement certify that they are properly oriented to SCVMC's Policies.
- 2.4 The Custodial Facilities are IMQ certified. Psychiatrist shall participate in and provide documentation and files for all appropriate Peer Review Processes including Peer Review, OPPE and when indicated FPPE for all Psychiatrists performing services under this Agreement as directed by County.
- 2.5 At all times during the term of this Agreement, Psychiatrist shall maintain appropriate skills, competency, and obtain continuing education commensurate with type of services that are being provided hereunder.
- 2.6 Psychiatrist shall fulfill and comply with all requirements of Exhibit D (Infection and Prevention Requirements) as set forth or as hereafter modified, while providing services at SCVMC.
- 2.7 All records of psychiatric care provided to inmates at Correctional Facilities will remain at all times under the custody and control of SCVMC.

- 2.8 Psychiatrists shall obtain and maintain privileges and medical staff membership at SCVMC and, where applicable, must be credentialed for health care plans with which the County contracts. Contractor shall be solely responsible for the costs associated with the Psychiatrists obtaining and maintaining privileges at SCVMC and being credentialed for health care plans with which the County contracts.
- 2.9. All Psychiatrists shall be approved by County before such Psychiatrists begin work at the Correctional Facilities. If at any time a Psychiatrist is not meeting the requirements of County as determined by County, the parties agree to work collaboratively to either correct the deficient practices or replace such Psychiatrist with another Psychiatrist within ten (10) days from the date that County gives notice to Contractor.

3. CERTIFICATION OF PSYCHIATRIST

- 3.1 Contractor certifies to the best of its knowledge that each Psychiatrist has not been convicted of an offense related to health care, or any listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in Medicare, MediCal, or any other federal or state funded health care program. Contractor certifies that the Psychiatrist possesses all required licenses, that such licenses are in good standing, and that in providing these contract services, they are operating within any and all limitations or restrictions of these licenses.
- 3.2 Contractor agrees to notify the County immediately should its Psychiatrist be audited, investigated, administratively or criminally charged, or convicted of a health care related offense. During the pendency of any such proceedings, Psychiatrist may, at the request of the County, be removed from any responsibility for, or involvement in, the provision of services under this Agreement. It is the Contractor's obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Psychiatrist for a health care offense.
- 3.3 Contractor will indemnify, defend and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Psychiatrist from any government health care related program.
- 3.4 If Psychiatrist utilizes County facilities when performing under this Agreement, Psychiatrist shall read and abide by the requirements of the SCVMC Compliance Program, Code of Conduct, and Compliance Program Manual. Psychiatrist, at the request of County, shall attend compliance workshops provided by SCVMC. Psychiatrists who do not utilize County facilities shall implement a compliance program and shall provide County with a copy of their compliance programs, if requested.

4. RESPONSIBILITIES AND DUTIES OF THE COUNTY

The County shall coordinate the delivery of the Scope of Service by Psychiatrist under this Agreement. The County, at its sole expense, shall provide adequate support personnel, operating room time, equipment, facilities, medical and office space and supplies necessary for the delivery of the Scope of Service (Resources), which Resources Psychiatrist acknowledges may also be used by

other providers. The County shall be solely responsible for payment of the salary, Social Security benefits, Worker's Compensation, and other employee benefits for the support personnel. Support personnel shall not be deemed to be employees of the Psychiatrist for any purpose.

5. RELATIONSHIP OF THE PARTIES

None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and shall not be construed to be, in a relationship of joint venture, partnership, or employer-employee except as otherwise required by law. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.

6. THE JOINT COMMISSION

Contractor acknowledges that SCVMC is accredited by The Joint Commission (TJC) on Accreditation of Healthcare Organizations. Contractor also acknowledges that Psychiatrist's performance under this Agreement shall comply with applicable TJC standards. Further, Contractor agrees to cooperate with and/or participate in any TJC review or survey as requested by the County and/or TJC.

**Article II
Insurance Requirements**

1. INSURANCE AND INDEMNIFICATION

- 1.1 Throughout the term of this Agreement, Contractor shall indemnify County as set forth in Exhibit C (Insurance Requirements).
- 1.2 Throughout the term of this Agreement, Contractor shall maintain policies of insurance or a funded self-insurance program meeting the requirements set out in Exhibit C (Insurance Requirements). Contractor shall provide the County with a certificate of such insurance or self-insured fund, neither of which shall be canceled or materially changed or reduced absent thirty (30) days prior written notice to County.

**Article III
Financial Obligation**

1. COMPENSATION

In consideration of the contracted services provided to County by Psychiatrist, the County shall pay Contractor for all undisputed charges in accordance with the compensation schedule described in Exhibit B (Compensation). The maximum compensation paid to Contractor pursuant to this Agreement shall not exceed \$3,731,636.90 annually inclusive of expenses as described below. The County will not pay any cost or charge that is not delineated in this Agreement.

Contractor has the sole and exclusive responsibility for payment of compensation to all Psychiatrists performing services under this Agreement. The County shall not pay and shall have no responsibility to pay salary, social security, workers compensation, or other employee benefit of any kind to Contractor's Psychiatrists, as well as for any liabilities that may arise in connection with their employment and for their direction and control.

2. PAYMENTS

2.1 Contractor shall submit to the Chief Medical Officer or designee each month an invoice, along with supporting documentation, in the form acceptable to the County, for services provided as outlined in Exhibit A (Scope of Service). Invoices shall include, but are not limited to: itemized list of Psychiatrists who provided services, rate of pay, and the dates and hours of services during the immediately preceding calendar month. Invoices shall be sent to the following address:

County of Santa Clara
Santa Clara Valley Health & Hospital System
Attention: Contract Solutions Department
2325 Enborg Lane, Suite 360
San Jose, CA 95128

2.2 Payment by County shall be due net fifteen days (15) days after County has an approved invoice. If the County makes payments using electronic transfer of funds, payments made to the payee's bank account with a financial institution will be deemed to have been made when the funds are transferred by the County and Contractor has confirmed electronic receipt via industry standard means and technology.

2.3 Payment by County for services rendered by Contractor's Psychiatrist is subject to review and acceptance of the services by the County. Any portion of invoice not approved for payment, may be resubmitted with next cycle following completion of agreed upon additional work.

3. BUDGET CONTINGENCY

This Agreement is contingent on the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for purposes of this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to the Agreement indicating the reduced amount.

4. CHARGES

County shall set any and all charges related to contracted services provided under this Agreement.

5. BILLING

5.1 The County shall have the sole and exclusive right to bill and collect for all fees associated with contracted services.

5.2 Contractor shall and hereby does assign to the County all of the Psychiatrist's rights, if any, to monies due for contracted services rendered by Psychiatrist to patients of the County under this

Agreement. Contractor shall also require each Contractor's Psychiatrist to assign to County all of his or her rights, if any, to monies due for contracted services rendered by the Psychiatrist to the patients of County under this Agreement. As an express condition to County's making payments to Contractor under Article III, Section 2.1, Psychiatrist shall execute separate assignment to the County in the form Exhibit E (Reassignment of Benefits). If Psychiatrist fails to execute such assignment, Psychiatrist is prohibited from providing contracted services on behalf of County. Psychiatrist shall cooperate fully with the County in facilitating such billing and collections, including completion of all necessary forms.

- 5.3 Under no circumstances shall Contractor or its Psychiatrist bill patients or any third party payors for contracted services provided to patients of the County under this Agreement.
- 5.4 Psychiatrist may be eligible for Meaningful Use Incentive Payments as a result of Psychiatrist's use of the County's Electronic Health Record (EHR). Psychiatrist understands that the County is adopting, implementing, and/or upgrading its health information technology systems to comply with the HER Incentive Program as defined in Section 1.2 of the Health Information Technology for Economic and Clinical Health Act of 2009, Pub. L. 111-5 and the regulations promulgated thereunder. To the extent Psychiatrist is eligible to receive Medicare and Medicaid HER Incentive Payments pursuant to 42 C.F.R. sections 424.73 and 424.80, Psychiatrist may reassign the entire amount of those payments to the County for the time period during which Psychiatrist is on contract with the County if Psychiatrist has not assigned his or her Incentive Payments to another entity. If Meaningful Use Incentive Payments will be assigned to the County, Psychiatrist shall complete and return the attached Exhibit F (Santa Clara Valley Health and Hospital System (SCVHHS) Eligibility Questionnaire) and Exhibit G (Assignment of Fees, Insurance Benefits, and Electronic Health Records Incentive Payments).

6. TERMINATION OF AGREEMENT

Notwithstanding any provisions contained in the Santa Clara Valley Medical Center Medical Staff Bylaws or Rules, this Agreement may be terminated as follows:

- 6.1 This Agreement may be terminated by either Party without cause upon ninety (90) days written notice to the other Party.
- 6.2 This Agreement may be terminated at any time "for cause" under the following circumstances:
- i. County may terminate this Agreement if Contractor fails to keep, observe, or perform any agreement, duty, or responsibility assumed by it under this Agreement, and fails to cure such default in a reasonable manner within thirty (30) days after written notice thereof has been given to the Psychiatrist by the County;
 - ii. Either party may terminate this Agreement if the other party is determined to be bankrupt, provided that notice of termination must be given by the non-defaulting party no later than thirty (30) days after the date it received notice of the bankruptcy. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar

occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

- iii. Either party may terminate this Agreement if that party receives notice or otherwise becomes aware of any Action, and the parties, acting in good faith, are unable to make the amendments to this Agreement necessary to comply with the Action, or the parties determine in good faith that compliance with the Action is impossible or infeasible. For purposes of this Section, Action shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency or any decision, finding or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Contractor or County, if or when implemented, would (a) revoke or jeopardize the status of any health facility license granted to Psychiatrist or County, (b) revoke or jeopardize the federal, state or local tax-exempt status of County or (c) subject Contractor or County, or any of their respective employees or agents, to civil action or criminal prosecution on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.
- iv. Either party may terminate this Agreement if any arbitrator, administrative agency or court of law determines that the contract, or any provision thereof, is unenforceable or in violation of any state or federal labor or other law.

**Article IV
Standard Provisions**

1. DATA OWNERSHIP, CONFIDENTIALITY AND HIPAA COMPLIANCE

- 1.1 Any information provided to or developed by Contractor and its Psychiatrist in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor and its Psychiatrist without the prior written approval of County except as may otherwise be required by law. Contractor and its Psychiatrist shall not, without County's written permission consent, use or disclose County or patient information or data other than in the performance of its obligations under this Agreement.
- 1.2 During the term of its Agreement and any mutually agreed upon extension thereof, Contractor and its Psychiatrist shall use every effort to (1) require authorized user to enter user identification codes and passwords prior to gaining access to the County data, and (2) control access by any end user to County data.
- 1.3 If any County data is lost or damaged due to the negligent acts or omissions of Contractor and its Psychiatrist while working in any Information Systems such as Electronic Medical Record, Contractor shall use every effort to assist in replacing or regenerating such data at no additional cost to County.

- 1.4 All patient information shall be treated as confidential by Contractor's Psychiatrist. County employee information, financial information and proprietary information are also confidential. Contractor shall ensure that Contractor's Psychiatrists shall comply with the terms set forth in Exhibit H (Security and Confidentiality Agreement).
- 1.5 County will permit Contractor and the authorized representatives of Contractor, during normal business hours and as often as reasonably requested, to visit and inspect at the expense of Contractor, books, records and, subject to all applicable laws related to the confidentiality of medical records, all records of patients treated by Contractor's Psychiatrists, for purposes of monitoring the quality and amount of professional services rendered by one or more of Contractor's Psychiatrists pursuant to this Agreement. Subject to all applicable laws related to the confidentiality of medical records, Contractor will have the right to make copies of, at Contractor's sole expense, all medical records of patients treated by Contractor's Psychiatrists for any purpose related to the performance of contracted services hereunder and as permitted by law.
- 1.6 The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Privacy Regulations promulgated thereunder and various state and federal privacy laws, including but not limited to California Welfare & Institutions Code section 5328 establish certain rights, obligations and duties in relation to the use and disclosure of individually identifiable health information. County shall ensure that its Notice of Privacy Practices, required under the HIPAA Privacy Regulations, meets all of the applicable requirements for notices of privacy practices set forth in the HIPAA Privacy Regulations. County acknowledges and represents that its Notice of Privacy Practices will cover Contractor's Psychiatrists and that the Psychiatrists will be subject to all of County's policies and procedures related to complying with HIPAA and the HIPAA Privacy Regulations and will be adequately trained in the requirements of such policies. County further represents that it will maintain the designated record set, as that term is defined in HIPAA and the HIPAA Privacy Regulations, for all contracted services provided by the Psychiatrists pursuant to this Agreement and that it will be solely responsible for complying with the individual rights provisions under the HIPAA Privacy Regulations with respect to the designated record set.

2. USE OF NAMES AND LOGOS

Neither party to this Agreement shall be permitted to use the other's name, logo or corporate identity for any purpose without the prior written consent of the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days' prior notice from the consenting party.

3. CONTRACTING PRINCIPLES

Contractor agrees to comply with the County's Contracting Principles set forth in the Board of Supervisors' Policy Manual, which is available on the County website. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access,

through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

4. NOTICES

All notices required by this Agreement shall be deemed given when in writing and delivered personally or five days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address or addresses set forth below or on such other address as the party may provide to the other party in writing:

TO CONTRACTOR

Gary A. Hayes, President and CEO
Traditions Psychology Group, Inc.
d.b.a Traditions Behavioral Health
1580 First Street
Napa, CA 94559

TO COUNTY

Paul E. Lorenz, Chief Executive Officer
Santa Clara Valley Medical Center
751 S. Bascom Avenue, Room # 7C116
San Jose, CA 95128

5. THIRD-PARTY BENEFICIARIES

The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any person to whom services are provided, by a Contractor or by any other third party.

6. DISPUTE RESOLUTION

6.1 All disputes arising in connection with the performance by any party under this Agreement shall be subjected to the provisions of this Section 6. Time is of the essence in the resolution of disputes. The parties shall act immediately to resolve informally such disputes.

6.2 If the parties, through their respective authorized designees, cannot mutually resolve a dispute within seven (7) days after written notification by any party to the other parties of the existence of such dispute, then the following procedure shall apply:

(i) Each party shall appoint one person to act as an impartial mediator in an attempt to resolve such dispute. Each of the mediators shall have sufficient knowledge and experience to understand such dispute but shall not be a person who performs services under the Agreement. The mediators shall be known as the Dispute Resolution Group;

(ii) The Dispute Resolution Group shall convene at SCVMC, or at another location agreeable to all parties, not later than twelve (12) days following notification of the existence of such dispute and shall meet for a maximum of four (4) four-hour sessions during the subsequent seven (7) business days in an attempt to reach a resolution of such dispute which is acceptable to the parties. At such sessions, the Dispute Resolution Group may allow the parties to present arguments and other information regarding such dispute. Legal counsel shall be permitted to present arguments;

(iii) In the event that at such sessions, the Dispute Resolution Group fails to reach a resolution of such dispute, which is acceptable to all parties, then each party, may assert its other rights and remedies as provided under this Agreement, or provided by law;

(iv) Each party shall bear its own costs of mediation, including the cost of the mediator appointed by that party.

6.3 Nothing in this Section 6 is intended to delay either party's right to suspend, cancel or terminate the Agreement, in accordance with applicable provisions herein.

7. EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS

The County is an equal opportunity employer. Contractor shall comply with all applicable federal, state, and local laws and regulations including the County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; Sections 503 and 504 of The Rehabilitation Act of 1973; and Sections 1101, and 1102 of the California Labor Code. Contractor and its Psychiatrist shall not discriminate against any employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Contractor and its Psychiatrist shall not discriminate in provision of contracted services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

8. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. In the event County determines that County facilities have been entirely or substantially destroyed by any of the above, this Agreement may be terminated by either party upon ten (10) days written notice to the other.

9. COUNTY NO-SMOKING POLICY

Contractor and its employees and agents shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

10. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor and its Psychiatrist hereby assigns to the County all rights, title, and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Psychiatrist for sale to the County pursuant to this Agreement.

11. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Contractor and its successors and assigns, and upon the County and its successors and assigns.

12. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Venue for all purposes shall be Santa Clara County.

13. NON-ASSIGNMENT

No assignment of this Agreement or of the duties, rights, and obligations hereunder shall be valid without the specific written consent of both parties.

14. AMENDMENTS

This Agreement and each Exhibit to this Agreement may be amended only by a written Instrument signed by the parties.

15. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, represents the entire Agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

18. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

19. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

20. WAGE THEFT PREVENTION

- (1) **Compliance with Wage and Hour Laws:** Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- (2) **Final Judgments, Decisions, and Orders:** For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- (3) **Prior Judgments against Contractor and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- (4) **Judgments During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

- (5) **County's Right to Withhold Payment:** Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- (6) **Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- (7) **Notice to County Related to Wage Theft Prevention:** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21. INTENTIONALLY DELETED.

22. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

23. GIFTS

During the term of this Agreement, Contractor will not accept any gifts, samples, promotional items, meals, food, travel, honoraria, expense reimbursement, speaking engagements, employment, or any other compensation from pharmaceutical or healthcare device or supply companies with the exception of research related activities that have been approved by an Institutional Review Board.

Exhibit A
Scope of Service

I. Service Description and Expected Outcome (Scope of Service)

- A. Contractor shall recruit, screen, and present qualified Psychiatrists to provide Psychiatry Services assigned by the Chief Medical Officer (CMO) or designee to County inmate patients at County Correctional Facilities.
- B. Contractor shall certify that all psychiatrists have read and acknowledge all provisions of this Agreement.
- C. Contractor shall provide psychiatrists and psychiatry services to the County under this contract as follows:

i. General Obligations:

- a. Psychiatrists shall timely and accurately document and complete all patient care medical records within 24 hours of the service provided to patient.
- b. Upon the implementation of an electronic health record in Custody Health, psychiatrists shall submit charges for all levels of patient care through HealthLink within 24 hours of the service provided to patient.
- c. Psychiatrists shall use their professional judgment when providing care and treatment for inmate patients under this Agreement.
- d. Psychiatrists will provide Psychiatry Services on a schedule that is developed by the Traditions Medical Director and is mutually agreeable to the County and Contractor.
- e. Psychiatrists must obtain and maintain a security clearance permitting them to work inside the Custodial Facilities.
- f. Psychiatrists will comply with the County Medication Monitoring Guidelines and will adhere to the established custody health formulary and prescribing rules as determined by County.

ii. Psychiatrists' Requirements:

- a. Psychiatrists must hold an active and unrestricted California medical license and DEA registration number and must not be on any Medicare/Medi-Cal or third party insurance payor restriction lists.
- b. Psychiatrists must meet SCVMC credentialing and privileging requirements.
- c. Psychiatrists must demonstrate competency or interest in providing psychiatry services to a diverse multicultural population. Psychiatrists may need to use phone interpreter services to provide services to patients without English fluency.

- d. Psychiatrists shall use their professional judgment when providing care and treatment for patients under this Agreement.
- e. Psychiatrists must provide all medical services under this Agreement in conformance with all applicable federal, state and local laws, regulations, and County policies, procedures, rules, regulations, and bylaws.
- f. Psychiatrists must demonstrate proficiency in the use of electronic health records for documentation and physician orders.
- g. Psychiatrists shall participate in any peer review program and compliance program requested by County.
- h. Psychiatrist must attend trainings as required by the Chief Medical Officer or designee.
- i. Psychiatrists must attend departmental meetings as required by the Chief Medical Officer or designee.
- j. Psychiatrists must be able to work effectively and efficiently with other members of the treatment team and with correctional staff in the Custodial Facilities.

iii. Psychiatry Services:

Contractor understands and agrees that time is of the essence and will engage its best efforts to recruit Psychiatrists to meet County's staffing needs as of the Effective Date. Contractor shall provide Psychiatrists to County immediately as they become available to Contractor and County shall allocate the Psychiatrists to services as indicated below in County's discretion. The parties agree that no later than November 2, 2015 the Psychiatrists shall be fully staffed and performing services as follows:
Psychiatrists

- a. Psychiatrist coverage via three (3) psychiatrists per day 7 days per week for the 45-bed psychiatric inmate inpatient unit at the Main Jail facility for a total of twenty-four (24) hours of service per day during the hours of 0800-1700 daily (totaling 8,760 hours per year).
- b. Psychiatrist coverage in the Medication Management Clinics at the Correctional Facilities via two and one-half (2.5) psychiatrists for twenty hours (20) per day Monday – Friday, excluding County holidays, during the hours of 0800-1700 (totaling 5000 hours per year).
- c. Provision of a psychiatrist Medical Director, who shall provide medical direction for all psychiatrist and other mental health professional services at the Correctional Facilities (totaling 700 hours per year).
- d. Psychiatrists will provide ongoing clinical supervision and oversight for the County-employed behavioral health nurse practitioners working in these clinical units, including the development and implementation of standardized nursing protocols, training, and direct clinical supervision as needed.

- e. The Psychiatrist providing medical direction under this Agreement shall provide regular reports and recommendations regarding the delivery of psychiatric care to inmates at the County Facilities to the Chief Medical Officer or designee on a monthly basis or more frequently as determined by County.
- f. The County and Contractor will review and collaborate on the ongoing identification of the appropriate distribution of Psychiatric hours and services under this Agreement in order to meet the needs of the County and inmate patients in the Custodial Facilities. This Agreement may be amended by both parties to reflect any changes mutually agreed between the parties.
- g. Provide direct patient care, including work with individual inmate patients.
- h. Provide psychiatric consultations with other staff regarding patient care, medical and diagnostic work performed.
- i. Participate in treatment team planning.
- j. Conduct or coordinate appropriate physical, behavioral, psychological, laboratory and radiologic assessment of patients to determine treatment needs.
- k. Prescribe medications.
- l. Refer patients to other human service agencies and consult with such, as required.
- m. Authorize involuntary detention and transfer to hospitals as required.
- n. Complete medical records and billing timely and accurately. Psychiatrists are expected to be skilled at documenting and billing using SCVHHS electronic health records.
- o. Psychiatrist shall comply with all Title 15 and state and federal laws and regulations regarding the provision of medical and mental health care in County custodial facilities.

II. Deliverables, Milestones, Timeline for Performance

Contractor shall verify that all psychiatrists meet the following professional qualifications, which must be valid and in force:

- A. Certification of completion of a psychiatric residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or equivalent;
- B. Board eligibility or certification by the American Board of Psychiatry and Neurology (ABPN) in General Psychiatry;
- C. Board eligibility or certification in child and adolescent psychiatry only if the psychiatrist will provide services to children and adolescents;

- D. Certificate of current Controlled Substance Registration issued by the Drug Enforcement Administration (DEA);
- E. Physician and Surgeon license issued by the Medical Board of California;
- F. Eligibility to participate in federally funded health care programs, as verified with the Office of Inspector General (OIG) and the Medi-Cal suspended and eligible lists.
- G. Contractor agrees that if a criminal charge or civil or administrative action related to health care is brought, exclusion from a federal or state health care program is sought, or a disciplinary action or investigation commenced by a licensing authority, the Medical Board, Medicare program, Medi-Cal program, medical staff or other professional medical organization against any Psychiatrist (all preceding actions referred to are herein after referred to as "Proceeding"), Contractor will provide prompt notice to County of such Proceeding. The Psychiatrist involved in the Proceeding may, at County's discretion, be removed from any responsibility for or involvement in the provision of Contracted Services under this Agreement during the pendency of such Proceeding. The requirement of "prompt notice" means that a written report shall be submitted at the earliest date reasonably possible, but in no event more than forty-eight (48) hours after Contractor learns of such Proceeding.
- H. Contractor shall certify that all psychiatrists have read, acknowledge and abide by the requirements of the SCVHHS Compliance Program and Code of Conduct.

III. Performance Standards

- A. Contractor shall require that all Psychiatrists comply with any and all federal, state, and local laws and regulations applicable to the provision of or payment for Contracted Services, including, but without limitation, laws relating to regulation and licensure of psychiatrists, as well as standards and requirements of the California Medical Board, California Medical Association, and other organizations that have established standards applicable to the provision of the Contracted Services.
- B. At all times during the term of this Agreement, the Psychiatrists shall maintain appropriate skills, competency, and obtain continuing education commensurate with psychiatrists providing the type of services that are being provided hereunder.
- C. At all times during the term of this Agreement, Contractor shall comply and require that Psychiatrists, if any, comply with all credentialing, proctoring and contracting requirements of each third party payor with which County contracts or in the future may contract for the provision of Contracted Services, including, without limitation, any psychiatrist agreement with any insurance company, employer, governmental agency, HMO, PPO, IPA or other third party payor, provided that the Contractor has been properly notified of any and all requirements in a timely manner in order to comply with all requirements as given.
- D. Contractor acknowledges that SCVHHS hospital and clinics are accredited by The Joint Commission (TJC). Contractor's performance under this Agreement shall comply with all applicable TJC standards. Contractor shall require that Psychiatrists who are to provide services to patients at SCVHHS are properly oriented to SCVHHS policies and procedures, maintain appropriate skills, competency, and continuing education commensurate with the current job

duties. Further, Contractor agrees to cooperate with and/or participate in any TJC review or survey as requested by SCVHHS and/or The Joint Commission at no cost to Contractor.

- E. The Contractor and County acknowledge and agree that only Psychiatrists shall practice medicine. Psychiatrists shall retain the exclusive authority to direct the method, means and scope of the practice of medicine in connection with its provision of Contracted Services. The Psychiatrists shall use his/her professional judgment when providing care and treatment for SCVHHS patients under this Agreement.
- F. Psychiatrists placed by Contractor are subject to the same County personnel policies and union contract that all County doctors work under.
- G. Contractor shall certify, to the best of its knowledge, that each Psychiatrist: (a) is a psychiatrist duly licensed to practice medicine in the State of California without restriction; (b) holds a current and valid Drug Enforcement Administration (DEA) Certificate; and (c) has medical staff privileges at SCVHHS. In addition, Contractor certifies, to the best of its knowledge that each psychiatrist: (d) is in good standing with the Medical Board of California; (e) has not been subject to any disciplinary action or investigation by any medical licensing authority, medical staff or other professional medical organization; (f) has not been convicted of a criminal offense related to health care; (g) has not been subject to any civil governmental action related to health care; and (h) has not been excluded from or is not otherwise ineligible for participation in any federal or state funded health care program. Contractor represents that it has performed an appropriate screening of the psychiatrists prior to making these certifications and that it will screen all new Psychiatrists who will provide Contracted Services under this Agreement. If any of these certifications ceases to be true, Contractor shall provide prompt notice to County upon learning of such.
- H. Contractor shall provide no greater than the following percentage of the total hours of psychiatrist coverage in each quarter (three month period) during the eight quarters of this contract via locums subcontract psychiatrists according to the following schedule:
- i. First Quarter (September 30, 2015 to December 31, 2015) – 80%
 - ii. Second Quarter (January 1, 2016 to March 31, 2016) – 50%
 - iii. Third Quarter (April 1, 2016 to June 30, 2016) – 50%
 - iv. Fourth Quarter (July 1, 2016 to September 30, 2016) – 17%
 - v. Fifth Quarter (October 1, 2016 to December 31, 2016) – 8%
 - vi. Sixth Quarter (January 1, 2017 to March 31, 2017) – 8%
 - vii. Seventh Quarter (April 1, 2017 to June 30, 2017) – 8%
 - viii. Eighth Quarter (July 1, 2017 to September 29, 2017) – 8%
- I. Contractor shall provide the CMO with a report each quarter that identifies each psychiatrist provided to the County under this contract according to their status as either an employee of the Contractor or a subcontractor via a locums staffing company and the total number of hours that each psychiatrist worked.

EXHIBIT B COMPENSATION

Contractor shall be compensated for contracted services as defined in Exhibit A (Scope of Service) for services actually provided by its Psychiatrists at the following rate:

A. Maximum Financial Obligation

The total annual maximum financial obligation for this contract is \$3,731,636.90

B. Payment Schedule

1. Compensation will be paid at an all-inclusive hourly rate of \$258.00 per hour.
 - a. The all-inclusive hourly rate includes, but is not limited to, physician rate, administrative fee and any insurance required by this Agreement.
 - b. The all-inclusive hourly rate applies regardless of status or years of training, day or overnight shifts, weekdays or weekend days or holidays.
2. Each weekly invoice will be accompanied by copies of the corresponding time sheets/statements signed by the Contractor and the Chief Medical Officer or designee. All psychiatrists must submit their timecards to Contractor by 5:00pm Pacific Standard Time of the Wednesday following the workweek.
3. Contractor will not be reimbursed for any travel in performance of their duties.

C. Billing

Contractor must submit monthly invoices to the Chief Medical Officer or designee, detailing the dates worked and services performed with copies of timesheets and any other applicable supporting documentation by the tenth (10th) day of the following month. County shall only pay for hours worked by Psychiatrists.

D. Recruitment of Contractor Staff

The parties acknowledge that Contractor has made a significant investment in the recruitment and training of its Psychiatrists. County agrees that it shall not employ any Psychiatrist provided by Contractor under this Agreement, including locum tenens Psychiatrists or independent contractors who are not employees of Contractor, for a period of one year after such Psychiatrist last provides services under this Agreement unless County first pays a recruitment fee to Contractor equal to \$50,000 for a full-time psychiatrist, \$25,000 for a half-time psychiatrist, \$12,500 for a one-quarter time psychiatrist and a pro-rated amount for any portion less than one-quarter time psychiatrist with the pro-ration based on \$50,000 for a full time psychiatrist. The parties may mutually agree to waive or lower the recruitment fee.

EXHIBIT C
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES CONTRACTS
Modified 9.1.15

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

The County shall indemnify, defend and hold harmless Contractor and/or its Physicians, officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its Physicians, officers, agents, and employees, excepting only loss, injury or damage caused by the negligence or willful misconduct of Contractor and/or its Physicians, officers, agents and employees.

The County shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees from any claim, action, charge or lawsuit filed or alleged against the County by any labor union arising out or relating to this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions for Contractor and Psychiatrists:

A. Evidence of Coverage

Prior to commencement of this Agreement, the 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change

Agreement between the County of Santa Clara and Traditions Psychology Group, Inc.— Psychiatry Services for
 Inmates at County Correctional Facilities

being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$1,000,000

2. **General liability coverage shall include:**

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

County shall, at its expense, maintain a policy of professional errors and omissions liability insurance, or self-insurance, in an amount of at least one million dollars per occurrence and five million dollars in the aggregate to insure it and its employees and agents, and Contractor and its employees and agents and Contractor's Physicians providing services under this Agreement, against any and all claims and liabilities including, without limitation, costs and attorney fees incurred in the defense of claims arising from or attributable to any acts, errors or omissions to act by Contractor and Contractor's Physicians in performing under this Agreement. The provisions of this section shall survive the termination of this Agreement. The parties understand that the foregoing insurance applies only to activities performed pursuant to this Agreement and not to any other medical care or other activities of Contractor or Contractor's Physicians.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors' obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT D
Infection and Prevention Requirements

Service Providers providing services to SCVMC must meet the following health screening and infection control requirements prior to a Service Provider commencing work at SCVMC:

- I. An annual health screening clearing the Service Provider to work with no restrictions.
- II. Written documentation of immune status (positive immune titer or vaccination) for the following:
 - A. Rubella (German Measles) and Mumps. One dose of MMR vaccine given since 1967 is required. Note: If MMR vaccine is medically contraindicated, written documentation by Psychiatrist is required.
 - B. Rubeola (measles). Two doses of live vaccine since 1967 are required. Note: If Service Provider has a negative measles antibody titer, Service Provider must: (a) receive two doses of live vaccine if born after 1957; or (b) one dose of live vaccine if born before 1957 and has written documentation of one dose of live vaccine given prior to 1963; or (c) two doses of vaccine if born before 1957 and has no written documentation of past measles vaccination. If measles vaccine is medically contraindicated, written documentation by Psychiatrist is required.
 - C. Varicella. Positive immune titer or two doses of the vaccine should be documented.
 - D. Hepatitis B surface antibody. Note: If the vaccination is refused by those non-immune, a signed declination document is required.
- III. Written documentation of tuberculosis screening as indicated below:
 - A. Tuberculin Skin Test (TST):
 1. If the Service Provider has a history of a negative TST:
 - i. A two-step TST is required within three months prior to beginning assignment at SCVMC. Note: If Service Provider has had a TST within the last twelve months, a one-step TST is required within three months prior to beginning assignment at SCVHHS. An annual or semi-annual one-step TST is required thereafter, as indicated by risk assessment.
 - ii. If the TST results indicate a new positive, a documented chest x-ray is required. If chest x-ray is abnormal, clinician clearance must be obtained and documented. Annual or semi-annual symptom review is required thereafter, as indicated by risk assessment.
 2. If Service Provider has a history of positive TST: a negative tuberculosis symptom review is required and one of the following:
 - i. Documentation of In-process or completed Isonizid (INH) preventative treatment and a clear chest x-ray within the last twelve months; OR
 - ii. A clear chest x-ray done within the last three months if there is no documented INH preventative treatment in process or completed.
 - B. Interferon Gamma Release Assay (IGRA):
 1. The result of a IGRA completed within the past year can be documented for eligible service providers. IGRA must be performed and interpreted according to FDA-approved test formats in compliance with Clinical Laboratory Improvement Amendment (CLIA). An FDA approved IGRA is acceptable. For service providers who have documentation of an IGRA within the past year; this result can be

accepted only if the service provider:

- i. Does not have symptoms or signs suggestive of active Tuberculosis (TB),
- ii. Does not have a recent known exposure to TB, and
- iii. Is not immunocompromised (including those who have HIV/AIDS, end-stage renal disease, leukemia, or lymphoma or those who are using corticosteroids or tumor necrosis factor).

If the employee has one of the conditions above, the IGRA will not be accepted and the service provider must have a TST placed and follow the guideline below.

2. If the IGRA result is acceptable and positive, a chest roentgenograms is required.
3. If the IGRA result is acceptable and negative, the service provider is cleared to work from a TB standpoint.
4. If the IGRA is indeterminate, the service provider may choose to provide a second IGRA result. If the second test is also indeterminate, then TST testing is needed.

The two-step method of TST testing is utilized on all new service providers who cannot show documentation of a negative skin test in the past year (or acceptable negative IGRA as defined above). It is encouraged that all Service Providers with only an IGRA to also have a two-step TST at baseline, though it is not required to start work.

- IV. Annual fit-test results with the health care particulate respirator N95 in use at SCVMC.
- V. Written documentation of flu vaccine or completed declination form.
- VI. Written documentation of T-Dap or completed declination form.
- VII. Evidence is required for immunizations, Vaccine Preventable Diseases. Please see Infection Prevention Policy "Employee Health Infection Prevention Program" IP policy # 300. Independent Contractor is responsible to keep documentation for audit purposes.
- VIII. Comply with County's Influenza Vaccine Policy including the requirement to wear a mask during the flu season if the service provider chooses not to receive the influenza vaccine.
- IX. Disclosure of any special accommodations (i.e., latex sensitivity) that the Service Provider may require.

**EXHIBIT E
REASSIGNMENT OF BENEFITS**

I, _____, MD, hereby assign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center or other facilities, clinics, or sites owned or operated by County, pursuant to the Psychiatrist Services Agreement effective September 30, 2015 between the County of Santa Clara and Traditions Behavioral Health

This assignment shall be effective for all services provided pursuant to that Agreement.

Signature

Date

Exhibit F

Santa Clara Valley Health & Hospital System (SCVHHS) Eligibility Questionnaire

The purpose of the SCVHHS Eligibility Questionnaire is to determine your eligibility to participate in the Meaningful Use (MU) or Electronic Health Record (EHR) Incentive program. SCVHHS has adopted, implemented and/or upgraded its information technology systems to comply with the Electronic Health Record ("EHR") Incentive Program as defined in Section 1.2 of the Health Information Technology for Economic and Clinical Health Act of 2009 ("ARRA"), Pub. L. 111-5 and the regulations promulgated thereunder. You may be eligible for Medicare and Medicaid EHR Incentive Payments pursuant to 42 C.F.R. sections 424.73 and 424.80 and to assign those payments to the County of Santa Clara. Please fill out the following information in order for us to determine your eligibility for meaningful use payments and ability to assign those payments to the County:

1. Do you currently have any of the following licenses from the State of California? Please check off those that apply. MD__ DO__ NP__ Dentist__ CNM__ PA__; Dept/Specialty_____
2. Have you previously assigned your meaningful use payments to any other organization?
Yes _____ No _____ If yes, please list the year here _____ and the organization name and contact here _____
***You may be able to change your prior assignment. Please contact us to discuss further.
3. Are you working more than 50% of your total clinical time at SCVHHS? Yes No. If no, indicate how much time clinical time is spent at SCVHHS. _____ ***"Clinical time" means time spent conducting clinical activities (seeing patients) at any facility (SCVHHS or otherwise) that uses an EHR. You may qualify to assign meaningful use payments to the County even if you work part time at SCVHHS and part time somewhere else. Please contact us to discuss further.
4. What is your current status with SCVHHS? (check [x] as many as applicable)

a. Full-time/Permanent _____	f. Volunteer _____
b. Full-time/ extra help _____	g. Retiree _____
c. Part-time/permanent _____	h. Not Affiliated _____
d. Part-time/extra help _____	i. Consult only _____
e. Contractor _____	
5. What is the date you started seeing patients at SCVHHS? If known end date, provide _____ (MM/DD/YY)
Start date _____ (MM/DD/YY); Dept _____ Location _____
6. During this time, did you also see patients at another facility owned by any other entity than the County of Santa Clara? Yes__ No__ Name of the org _____ Contact Phone _____

Name: _____ Address: _____

Phone No. #: _____ Email: _____

Thank you for your time. Please send the form back by FAX to 408-793-6155 or by email to MU PM at Dikshya.Adhikari@hhs.sccgov.org Any questions, please feel free to call Dikshya Adhikari at 408-793-2986.

EXHIBIT G

Assignment of Fees, Insurance Benefits, and Electronic Health Records Incentive Payments

I hereby assign to the County any and all fees and insurance benefits due and payable for medical services rendered by me as a contractor or employee of the County of Santa Clara ("County"). I understand and agree that I am precluded from billing patients, insurers, or other third parties for medical services rendered by me as a contractor or employee of the County of Santa Clara. I further understand that the County is adopting, implementing and/or upgrading its health information technology systems to comply with the Electronic Health Record ("EHR") Incentive Program as defined in Section 1.2 of the Health Information Technology for Economic and Clinical Health Act of 2009, Pub. L. 111-5 and the regulations promulgated thereunder. To the extent I am eligible to receive Medicare and Medicaid EHR Incentive Payments pursuant to 42 C.F.R. sections 424.73 and 424.80, I hereby reassign the entire amount of those payments to the County for the time period during which I am employed by or on contract with the County. I understand and agree that the County will retain all payments made by the Medicaid or Medicare program in connection with the implementation, adoption, upgrade and/or meaningful use of the health information technology systems, including but not limited to EHR Incentive Payments. I authorize County to complete and process all necessary documentation to effectuate my eligibility for, and collection of, payments, fees and insurance benefits that have been assigned to County. I understand the County will comply with all regulatory requirements necessary for it to claim and receive the payments, benefits and incentives that I have assigned to it and the County will allow me reasonable access to information so that I may assist County with such compliance.

This Assignment will be automatically withdrawn upon termination of my employment or contract with the County. If, during the term of my employment or contract with the County, I become eligible for and desire to assign my EHR Incentive Payments to an individual or entity other than the County, I can withdraw this Assignment with respect to EHR Incentive Payments upon 90 days prior notice to the County. Upon withdrawal of this Assignment for any reason, the County will have no further right to submit claims or to collect my EHR Incentive Payments except to the extent that the County has claimed for and is entitled to receive EHR Incentive Payments and other payments or benefits reassigned prior to the termination of employment, contract or withdrawal of this Assignment.

Full Legal Name of the Provider _____

NPI Number _____

SCVMC Department _____

Address _____

Phone Number _____ Email _____

Please submit your CMS (NPI) Username and Password following the instructions below:

Signature _____

Date _____

**Instructions on obtaining your CMS username and password:

If you have forgotten or misplaced your login and password, please

>>> call the NPI Enumerator at 1-800-465-3203 ~ press option "0" to speak with an operator.

>>> Please tell them you forgot your login or/and password, and have them look those up for you.

>>> Please note, they are in a different time zone, so please call before 1:30pm California time.

INSTRUCTION TO MEDICAL STAFF OFFICE:

PLEASE FAX THIS FORM TO DIKSHYA ADHIKARI; MU LEAD @ 408-793-6155 or email her the signature copy at Dikshya.adhikari@hhs.sccgov.org

Questions? Call 408-793-2986



EXHIBIT H

Santa Clara Valley Health & Hospital System Security and Confidentiality Agreement

As an employee of, or volunteer, student, Psychiatrist, or other person doing business with Santa Clara Valley Health and Hospital System (hereinafter "the Provider"), and as a condition of my employment or other relationship, I agree to the following:

1. I am responsible for complying with the Provider's HIPAA Policies and Procedures and with applicable patient privacy laws. I acknowledge that I have received a copy of the Provider's HIPAA Policies and Procedures, or have been provided with access to these policies on the Provider's intra-net site at <http://www.valleypages/centralsvcshipaa.htm>.
2. I will treat all information received in the course of my employment with the Provider, which relates to the patients of the Provider, as confidential and privileged information.
3. I will not access protected health information unless I have a need to know this information in order to perform my job.
4. I will not disclose information regarding the Provider's patients to any person or entity, other than as necessary to perform my job, and as permitted under the Provider's HIPAA Policies and Procedures.
5. I will not disclose other types of confidential information (e.g., employee information, financial information, proprietary information, etc.) to any person or entity, other than as necessary to perform my job, and as permitted under Provider's Policies and Procedures.
6. I will not log on to any of the Provider's computer systems that currently exist or may exist in the future using a password other than my own.
7. I will safeguard my computer password and will not post it in a public place, such as the computer monitor or a place where it will be easily lost, such as on my nametag.
8. I will not allow anyone, including other employees, to use my password to log on the computer.
9. I will log off the computer as soon as I have finished using it.
10. I will not use Internet e-mail to transmit protected health information unless I am instructed to do so by my Privacy Officer.
11. I will not take protected health information from the premises of the Provider in paper or electronic form without first receiving permission from my immediate supervisor or Privacy Officer.

12. Upon cessation of my employment with the Provider, I agree to continue to maintain the confidentiality of any information I learned while an employee, and agree to turn over any keys, access cards, or any other device that would provide access to the Provider or its information.

I understand that violation of this agreement may result in disciplinary actions. I also understand that violation of patient privacy laws may subject me to civil or criminal liability.

AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND TRADITIONS BEHAVIORAL HEALTH

This Psychiatrist Services Agreement ("Agreement") is entered into by and between the County of Santa Clara, a political subdivision of the State of California d.b.a. Santa Clara Valley Medical Center (SCVMC), which is part of the Santa Clara Valley Health and Hospital System (SCVHHS) ("County") and Traditions Psychology Group, Inc. d.b.a. Traditions Behavioral Health ("Contractor"). This Agreement shall have an effective date upon execution of this Agreement by all parties ("Effective Date"). Contractor and County may, from time to time, be referred to in this Agreement individually as either "Party" or collectively as "Parties."


County provides psychiatric services to Inmate patients at the Main Jail, Elmwood Correctional Facility, and Elmwood Correctional Center for Women (collectively "Correctional Facilities"). County desires the assistance of Psychiatrists who can provide specialized services to County's Inmate patients and who can provide certain administrative services for County at the Correctional Facilities or other facility, clinic or site owned or operated by County each referred to as a County Facility.

The parties agree to comply with the General Terms and Conditions contained in this Agreement and provisions contained in Exhibit A: Scope of Service, Exhibit B: Compensation, Exhibit C: Insurance Requirements, Exhibit D: Infection and Prevention Requirements, Exhibit E: Reassignment of Benefits, Exhibit F: Santa Clara Valley Health and Hospital System (SCVHHS) Eligibility Questionnaire, Exhibit G: Assignment of Fees, Insurance Benefits, and Electronic Health Records Incentive Payments and Exhibit H: Santa Clara Valley Health and Hospital System Security and Confidentiality Agreement, which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate.

**COUNTY OF SANTA CLARA
BEHAVIORAL HEALTH**


TRADITIONS PSYCHOLOGY GROUP, INC.



Jeffrey V. Smith
County Executive
9/10/15
Date

Gary A. Hayes, Ph.D.
President and CEO
Date

Approved as to Form and Legality:



Theresa J. Fuentes
Lead Deputy County Counsel
9/10/15
Date

FY 2016 County Executive's Budget Message

May 1, 2015



To: Board of Supervisors

From: Jeffrey V. Smith
County Executive

Subject: FY 2016 Recommended Budget

For the second consecutive year, a strong local economy will allow Santa Clara County to continue rebuilding many of our service delivery networks and the administrative infrastructure that supports it. While this outcome is welcome, we offer this recommended budget with a note of caution. As the County moves to create a predictable and reasonable expenditure trajectory through the negotiation of five year labor contracts, we are concerned about whether the growth in our discretionary revenues will keep pace with this defined increase in the cost of a unit of service. The pace of revenue and expenditure growth will have to be carefully monitored over the next four years since the dynamic pace of change in our program areas is unlikely to slow.

As a result, every recommendation to add resources is being considered in this context. We recognize that the demand for essential County services continues to rise and we have done our best to balance demand and sustainability in devel-

oping a financial plan that meets as many needs as possible while retaining the strong financial foundation this County is known for.

As we go to print, we estimate available ongoing general fund resources to be \$41.1 million. We continue to enjoy a strong real estate market that will deliver substantial property tax growth. Job growth is also advancing at an accelerating rate, as the south bay continues to lead the state in this key area. Both of these circumstances provide for a level of flexibility to allow us to address many needs across the County, although far less than was requested.

The FY 2016 Recommended budget has three key themes:

- Continue to rebuild and strengthen the County's administrative infrastructure to support the service delivery networks that are central to the County's mission.
- Address needs within the County's Jail system that are the result of statutory changes at the state level and the aging of our jail facilities that require immediate attention.
- Focusing resources and organizational energy to address the problems of homelessness and affordable housing.

Rebuilding the County's Administrative Infrastructure

For the second consecutive year we are recommending additional resources for administrative support services as a critical step in stabilizing and improving County operations. It is important to remember that Santa Clara County experienced 10 consecutive years of debilitating deficits (FY 2003 through FY 2012) where we were forced to close funding gaps of over \$1.8 billion. Through that dark period we were forced to decimate our administrative systems in order to protect as many direct services as possible. Over



the past few years the true impact of reducing our support services infrastructure has become clearer. An increase in the number of errors, more turnover due to staff burnout, and clear examples of situations where reducing administrative staff has had a significant impact on the County organization:

- Errors and backlogs in tax collection services
- Long delays in filling positions that impact our service levels
- Single points of failure in the support of important technology systems
- Inadequate management oversight that have led to problems in many departments throughout the County.

These general examples are the reasons why we believe it is so critical to increase our investment in our administrative support services. They are critical to the efficient and effective delivery of essential County services.

Information Services

It should be clear to anyone that is following the evolution of County services that we are becoming increasingly dependent on information technology as the backbone to the way we do business in Santa Clara County. We might not always be in the forefront but we are making significant progress in the area of automating our services. In addition, the public is demanding more service via mobile applications that require constant development and support. With this in mind, this budget is recommending an allocation of over \$7 million in ongoing funds to support a combination of newly implemented systems and those that are in development. In addition, this budget recommends \$27 million in one-time funds to replace or develop new systems and improve the technology our employees use to serve the residents of Santa Clara County

Over the past three years the following systems have been developed or are in development:

EPIC/Healthlink: This is a critical system that includes the electronic health record and a wide variety of billing and record development capabilities. This system is still in the process of being rolled out and in FY 2016, the first of two stages to implement services in Custody Health is being recommended.

Office 365: this suite of Microsoft products is a Countywide system that provides additional tools for employees and standardizes our use of email, a critical form of communication in today's world. To provide the additional features available within Office 365 that will improve efficiency and effectiveness, additional support is required.

Ariba/SAP: The Ariba system will allow us to implement e-procurement and modernize the way we procure goods and services. This system is being implemented as we speak, will offer significant improvements in procurement processes, and will provide improved information for review by the administration and the Board.

CJIC Replacement (Public Safety and Justice System Program- PSJSP): The major system recommendation in this year's budget is the replacement of CJIC. The Criminal Justice Information Control system is the current backbone of the criminal justice system in Santa Clara County. This is the last legacy system in the County that relies on antiquated code (COBOL) to operate and must be replaced. Our partners in this project, the Santa Clara Superior Court, have already embarked on developing their own system and we are faced with developing interfaces with their new system in order to keep the criminal justice system operating over the next 18 months. The plan is to create an information exchange or hub to replace CJIC and add modules that will allow information to be utilized by all users of the criminal justice system. This project will have a total cost of approximately \$100 million over four to five years and will add a Jail Management system and a Referral Tracking system among others. In the current year we are recommending \$16.9 million in one-time resources to buy hardware and begin software development and



\$3.1 million in ongoing resources that will support the staff resources needed for the initial development and maintenance phases of the project.

We cannot emphasize enough the importance of investing in our technology infrastructure, not only in the acquisition and development of new systems but in the staff resources that are critical to the daily operation and maintenance of these systems. While many of us are happy to turn on our computer or application and use them to complete our daily tasks, the complexity behind the screen must be recognized and supported or else we run the risk of system failures and the consequences that will bring.

Employee Services Agency (ESA)

A second area of focus is in the area of recruitment and hiring. ESA experienced significant reductions during the most recent downturn. The Human Resources, Labor Relations and Office of Equal Opportunity division lost 32 positions between FY 2003 and FY 2011, going from 128 to 96 authorized positions. This loss represents a reduction of 25% of their total FTE's over that time frame. The result of these lost resources was a dramatic slowing in the hiring and classification processes. The merit system is a cumbersome system to begin with but with reduced resources, it is not surprising to learn that the cycle times to hire most positions increased significantly.

While we have some flexibility, now is the time to add staff back to ESA to generate improvement in the personnel process cycle time. Increasing staff resources in ESA can generate results as the following tables show:

As of 6/30/2014

Type of Recruitment	# of Days to Create List	# of Days with Hiring Manager	Cycle Time
Open/Competitive	51	55	106
Promotional	59	44	103
Transfer	26	45	71
Overall	42	50	92

From 7/1/14 through 4/1/15

Type of Recruitment	# of Days to Create List	# of Days with Hiring Manager	Cycle Time
Open/Competitive	28	45	73
Promotional	39	41	80
Transfer	24	45	69
Overall	27	45	72

With the six additional staff approved by the Board in FY 2015, ESA has been able to reduce the cycle time by approximately 22%, reducing the days from request to fill to first day on the job by 20 days. In this budget we are recommending the addition of eight positions to the recruiting and classification functions. At this juncture, ESA projects that an additional 10% to 15% improvement in cycle time can be expected. The organization will continue to work on streamlining processes and applying best practices to further improve this critical function. From our point of view, this is a crucial investment in our administrative infrastructure and one that will improve overall County services.

Investing in our Correctional System

At this point in time we are facing a series of important decisions regarding the County's Correctional system. The nature of the County Jail is changing due to the implementation of Public Safety Realignment (AB 109). The State has shifted significant responsibility to the County to supervise more individuals released from the State system and house additional inmates that would normally have been sent to state prison. This has increased the length of stay for inmates in our facilities and we now have a more sophisticated inmate population. At the same time, the aging of the general population is also occurring within the inmate population. A greater percentage of inmates are suffering from physical, mental health and substance abuse ailments. All together these factors are increasing the demands on the staff and facilities in our jail system.

Not unlike ESA, the Sheriff's Office and the Department of Correction were significantly impacted by the reductions required during the great recession. Over the past three years, however, we have been



focused on how best to manage the changes outlined above. After almost 4 years of experience with realignment, we have outlined a four-prong plan to address the needs in the system as we see them today.

Correctional Facility Improvements

	Ongoing Funds (in \$M)	One-time Funds (in \$M)
Hard Match for Replacement of Main Jail South		\$8.0
Harden 4 Pods (192 beds) in Main Jail North	\$2.7	\$11.6
Additional Mental Health Capacity	\$2.5	
Renovate Infirmery at Elmwood		\$3.0
Total	\$5.2	\$22.6

This plan will require the allocation of significant operational and capital resources to improve our ability to appropriately manage the inmates that are in our care. The most significant effort that is underway is the development of our application to the State for funding to build a new jail facility in the Civic Center complex. The building is intended to replace Main Jail South (MJS), a 1950s vintage facility that has a staff intensive design and is very costly to maintain. This budget assumes the hard match requirement of \$8 million assuming a maximum state grant of \$80 million. The new building will be designed to provide additional classrooms, improved health facilities and the most efficient operational design possible to limit staff costs.

The second prong of the plan is the hardening of four pods, or 192 beds, in Main Jail North (MJN). A problem that has evolved over the past decade is the lack of high security cells in our system. This project, with a current year capital cost of \$11.8 million and a partial year operating cost of \$2.7 million, will address that problem and create more appropriate classification options for DOC staff.

The third prong of the plan addresses capacity in both our mental health and physical health components of the jail system. The first action is the modification of pod 8C in MJN to create more

capacity for inmates with mental health needs. With the changing nature of the inmate population this is an action that will both resolve current demand and meet future demand, resulting in a safer system for both inmates and staff. The capital cost for this project was addressed at Mid-Year but the operational cost for DOC and Custody health staff in FY 2016 will be approximately \$2.5 million.

The fourth prong will be the renovation of the M-1 infirmary facility at Elmwood. This will address the issue of increasing demand for physical health beds and provide an alternative at Elmwood that will balance the demand for infirmary beds between Elmwood and the Civic Center Jail complex. This project has a capital cost of \$3 million but operating costs will not be required until FY 2017 since the renovation of this facility will take over a year to complete.

Total investments in the Sheriff's Office and the Department of Correction included in the FY 2016 Recommended Budget will exceed \$6 million on an ongoing basis with an additional \$3.3 million in one-time operational expenses for equipment and overtime. In addition, the capital investment being recommended for the Correctional system is \$22.8 million. This is a significant allocation to this area of County government but one that we believe cannot be delayed any longer.

Affordable Housing and Homelessness

The third featured area of this budget is our continued effort to deal with the affordable housing crisis and homelessness. Our recommendations build on the allocation of significant resources initiated at mid-year to make progress in tackling this very difficult problem.

At Mid-Year the Board allocated \$12 million to complete the financing for the Senter Road affordable housing project, accelerating the creation of 164 units for residents with extremely low incomes including the homeless. In addition, the Board approved the creation of a pre-development funding pool with a \$5 million contribution that is to be matched by the Housing Trust of Silicon



Valley. This is intended to kick start the creation of new affordable housing projects. The Board also approved the creation of a \$600,000 grant to stabilize shelter providers throughout the County.

In this Recommended Budget we are continuing to make strategic investments in the area of affordable housing and homelessness. A very exciting development is the upcoming launch of our homelessness pay for success project. On July 1, 2015 Abode Services will begin utilizing 102 available units to house chronic homeless individuals from our community. These individuals will receive services intended to stabilize their situations. The County will make success payments that will not exceed \$2 million per year if individuals are housed for 12 consecutive months. Santa Clara County will be the first jurisdiction within California to launch a pay for success project. The funding to make these payments will come from unallocated Measure A funds.

The County will also continue to support emergency and transitional housing alternatives with allocations of \$1.2 million to support the County-wide cold weather shelter program and a one-time allocation of \$1.5 million reserve to further explore transitional housing options discussed with the Board in March. These options could include year round utilization of shelter beds, safe-parking programs and micro-housing opportunities.

Finally, we are also adding resources to the Office of Supportive Housing, as their level of activity has increased substantially over the past year. We are recommending this Office be transitioned to the Office of the County Executive, and report directly to the Chief Operating Officer who is spearheading our efforts in the affordable housing/homelessness arena. This will recognize the priority we are putting into these efforts.

In the Office of Supportive Housing, new staff resources will be responsible for developing housing strategies for special populations and increasing our case management capacity as we add additional affordable units to our inventory.

We are excited by the progress being made in this area, and recognize there is a window of opportunity moving forward. Many jurisdictions are aligned in their desire to collaborate and find ways to work together to address the very difficult problem of affordable housing and homelessness. There is much work to do but we are pleased to be able to recommend these resources to support the excellent work being done.

Other Highlights

The level of flexibility that we have in FY 2016 also allows us to address a variety of other important needs across the County:

Social Services Agency: Included in this budget is the addition of 12 Social Worker I positions and eight Social Worker II/III positions to continue to rebuild our service levels in this department. We are also able to recommend the addition of three positions in the Adult Protective Services program and two positions in the Public Administrator/Guardian to address the needs of seniors.

Facilities and Fleet: Included in this budget are additional resources to support preventative maintenance and the increased cost of utilities.

Registrar of Voters: Included in this budget is \$2.5 million in one-time funds to implement electronic poll books and to enhance our precinct operation call center to provide additional tools and resources to support the efficient processing of ballots.

Mental Health: Included in this budget are additional staff resources to bolster the integration of the Mental Health and Drug and Alcohol Departments into the Behavioral Health Department. In addition, staff is added to enhance contract management, quality assurance and utilization management.

This budget does not recommend significant changes at Valley Medical Center as the majority of these adjustments were implemented at Mid-Year. At the current time our focus continues to be



building capacity to accommodate the increasing enrollment due to Medi-Cal expansion. The FY 2015 budget assumed an increase of 21,500 lives and the actual number is estimated to be closer to 48,000. The other obvious issue is what happens to the Daughter of Charity hospitals in Santa Clara County. We are making a good faith effort to acquire these facilities because it makes sense for us in the long run to operate these facilities. The acquisition of O'Conner would eliminate the need for us to build a second bed building at a much higher cost. In addition, the possibility of a for-profit entity operating these hospitals could redirect Medi-Cal clients toward VMC and overwhelm our system. We have retained some flexibility in the VMC enterprise fund in order to account for the cost of operating O'Connor and St. Louise if we are able to acquire them.

A Continuing Commitment to our Physical Infrastructure

As with ongoing resources, the County has increased flexibility due to an FY 2015 fund balance projection estimated to be \$220 million. Approximately \$34 million of the additional fund balance is due to the County receiving "excess ERAF" funds in the current year. Since 1992, counties, cities, and certain special districts have been forced to shift a portion of their property tax shares to the Educational Revenue Augmentation fund (ERAF). In Santa Clara County, approximately 75% of ERAF is carved from the County's own property tax share. Total ERAF for Santa Clara County in FY 2015 was \$514 million, of which the County contributed \$390 million.

Per the State Revenue and Taxation code, once there is enough money in ERAF to fulfill all of its obligations, the remainder is to be returned to the taxing entities who contributed into it. Only a handful of counties are in "excess ERAF" status. Santa Clara County has moved into this status primarily because of robust property tax growth that has exceeded the state's established contribution to school districts. However, it is not expected that Santa Clara County will retain "excess ERAF" status over time because implementation of the

new local control funding formula for school districts will substantially increase the State's contributions to schools.

Even considering these increased resources, the capital needs submitted by departments far exceed the funding that is available. We are happy to be able to recommend over \$52.9 million in capital projects for the Board's consideration. The largest allocation, \$20 million, will be for the tenant improvements associated with the creation of an Outpatient Surgery Center at 2450 South Bascom Avenue. This facility will provide greater access and convenience for clients who need these types of service. The three jail system related projects mentioned above will require an investment of \$22.6 million.

The third major area of investment in our physical infrastructure is the funding of major maintenance projects. Over the past few years we have allocated \$5 million annually for this purpose. In the past year Facilities and Fleet have identified several Heating, Ventilation and Air Conditioning (HVAC) projects that require repair or replacement. For this reason, we are increasing our allocation to \$6 million and plan to rollover and re-budget an additional \$1.5 million from unspent resources from prior years. This enhanced allocation is a step in the right direction, but does not begin to address the backlog that developed during the recession, when we were unable to allocate sufficient resources to major maintenance requirements. At the same time Table 1 reflects the commitment we have made since the recovery began around 2012 to increase funding for capital projects and major maintenance.

FY 2016 Recommended Capital Projects

New General-Funded Projects	Amount
FY 2016 Backlog Maintenance	\$7,500,000
FY 2017 Capital Planning	\$250,000
FY 2017 Capital Plan Cost Estimate	\$50,000
FY 2016 Energy Conservation	\$500,000
Outpatient Surgery Center	\$20,000,000
Design of New Jail Facility	\$8,000,000
Main Jail North Cell Hardening	\$11,580,000
Elmwood M-1 Sundeck and Renovations	\$3,000,000



FY 2016 Recommended Capital Projects

New General-Funded Projects	Amount
Civic Center Master Plan	\$1,000,000
2500 Senter Road Demolition	\$913,635
Crime Lab Door Remodel	\$119,850
Elmwood Kitchen Exhaust System	\$325,000
Board Chambers Control Room Feasibility Study	\$90,000
Administrative Booking Lobby Hardening	\$300,000
Elmwood W4C Medical Exam Room	\$110,000
Medical Examiner Coroner Office Renovation	\$164,280
Information Services Department Office Space Design	\$450,000
Reduce Capital Hold Account	(\$250,000)
Reduce Backlog Hold Account	(\$1,250,000)
Total of FY 2016 Recommended Capital Projects	\$52,852,765

Technology Investments

In the area of technology we have also allocated significant resources consistent with our recognition of the importance of information services to our organization. In this budget we are recommending \$27.0 million for technology projects.

FY 2016 Technology Projects

Description	Ongoing Allocation	One-time Allocation
Law and Justice System Roadmap - Program Management	\$-	\$16,910,600
Modernization - Countywide	\$140,000	\$1,705,000
Modernization - FGOC	\$195,000	\$1,204,000
Modernization - Health & Hospital (General Fund)	\$-	\$2,900,000
Infrastructure - Countywide	\$138,000	\$1,560,000
Professional Services	\$25,000	\$825,000
Modernization - Public Safety & Justice	\$204,130	\$1,551,152
Total Allocation	\$702,130	\$26,655,752

The largest project in this group will be replacement of the Criminal Justice Information Control system that has been discussed previously. The FY 2016 one-time cost is \$16.9 million, but this is only a portion of the multi-year effort. Over the course of three years, the entire project is projected to cost approximately \$85 million in one-time development and equipment costs, and \$9.9 million in ongoing costs to support and maintain

the system by the time it is fully implemented. The suite of products available once the implementation is complete will include:

- Sheriff Records Management System
- Jail Management System
- Adult Probation, PreTrial Services and Drug Testing
- Juvenile Probation
- Referral Tracking - Resource Re-entry Program

Modernization and technology infrastructure for non-criminal justice systems in several critical areas including:

- e-Signatures
- Tax Collector Automation System (TCAS) System Functional Enhancements
- Custody Health Implementation of EPIC/Healthlink
- ISD Data Center Network Upgrade
- County Document and Evidence Exchange System
- Nortel Phone System Replacement - Parks/Charcot/CCOM - County Communications Department

Reserves

Consistent with our core value of maintaining a strong financial foundation, this budget retains the Contingency Reserve at 5 percent of General Fund revenues, net of pass-throughs, or \$123 million.

Our recommendations for other reserves include \$1.05 million for Future Space/Lease Costs as we recognize that we have little or no existing space to address the increase in the staff resources being recommended in this budget. This reserve will be budgeted in the Property Management Division of Facilities and Fleet to address needs as they are identified and resolved.



In the Special Programs and Reserves budget unit we have established three additional reserves. One that addresses Community Based Organization cost of living adjustments and is consistent with past practice. We have also reserved \$2.5 million to address the new requirement for providing health insurance and sick leave for newly qualified part-time and temporary employees consistent with the Affordable Care Act.

We have also budgeted \$2 million in a Reserve for Economic Uncertainty to address unanticipated issues that arise through the course of the year or actions taken at the state and/or federal level that impact us negatively.

We have also created an unallocated reserve \$1.9 million to account for the growth in Measure A resources that is available at the Board's discretion.

Risks and Threats to the County Budget

The strong local and statewide economy has provided a period of relative stability for Santa Clara County. At the same time we know that business cycles occur in a very regular fashion and the pain of the last downturn remains a lasting memory.

As was mentioned previously, there are several aspects of our cost structure that are being "locked in" as future obligations. The implementation of five-year labor contracts, the approval of an ordinance locking in the required funding of retiree health, and the projected costs of pensions over the next several years provides the need to stand back and consider how these obligations will impact our ability to maintain current service levels. In the short term, we are looking at a minimum of 5% growth in the cost of a unit of service. This will translate into an increase of \$100 million annually for the County's general fund. The question is will discretionary revenue growth be able to keep pace? How will health care financing at the State and Federal levels evolve over the next few years? Will the Medi-Cal Waiver be renewed and how will that impact Valley Medical Center?

While a variety of risks are inherent in looking to the future, the bottom line boils down to the balance between committed expenditures and available revenues. Only time will tell how we are able to match the two.

Conclusion

I am pleased this year to present a budget that continues to make progress in addressing both our administrative and physical infrastructure while also adding resources to strengthen our service delivery across many disciplines. This period of stability is very welcome, but we continue to stress the need to recognize that we were mired in a very difficult recession only five years ago. It is for these reasons that we are moving prudently during these times of "unusual" flexibility.

It is important to remember the actions taken by many jurisdictions in the late 1990s to increase pension benefits while they were funded in excess of 100% of liabilities. The next 10 years saw dramatic changes and impacts that are still with us today. We have to be thoughtful and deliberate about expanding programs or implementing changes that could end up costing the County millions in the future. We recognize that cycles come and go, so our goal is to forward a budget that is balanced both on paper and balanced in its approach to rebuilding our service delivery networks, without expanding too broadly into areas we may not be able to sustain.

One of the areas of that requires discussion is the evaluation of the recommendations that are being put forward today. Questions have been raised about the results that can be expected by adding resources to ESA or ISD, for example. We welcome the discussion of measuring results to determine if the allocations recommended here are generating the desired results. We have included some data from ESA earlier in this message that shows that the addition of staff has resulted in reduced cycle times for filling positions. This is a good example of how we should evaluate resource allocation decisions after the fact. This is our intent as we ramp up the Central Contracts unit approved at mid-year.



As we prepare to face the challenges that the next fiscal year will bring, we are fortunate to have the flexibility to provide the organization with an improved set of tools to get the job done. We are moving forward to rebuild our service delivery systems in Social Services and have added the resources to prepare for necessary access for the growing number of patients seeking service at Valley Medical Center. We are also attacking the problems presented by a changing and aging Jail system. Finally, we are positioned to make real progress in addressing the issues associated with homelessness and increasing the number of affordable housing units. While we need to continue to stress caution, we have great hopes for what can be accomplished in the year ahead.

We cannot achieve our aims without the commitment and hard work of our dedicated County employees and partners in Community-based Organizations. I would like to thank them for the work they do every day to provide assistance or service to our clients, whether sought out by the customer or delivered in a County facility. Our employees' enthusiasm for service and loyalty is much appreciated. The next section of this document includes a report on the Learning Organization Program, which is focused on the importance of employee engagement and the delivery of exceptional customer service. These program offerings provide tools and methods for employees to increase their level of participation in work process improvements, and for all levels of employees to consider how their jobs fit into the larger County system.



