

County of Santa Clara
Office of the County Counsel



79214

DATE: December 15, 2015

TO: Board of Supervisors

FROM: Orry P. Korb, County Counsel

SUBJECT: Agreement for Assessment of Health Care Services Provided in County Jails

RECOMMENDED ACTION

Held from December 8, 2015 (Item No. 62): Approve Agreement with Sabot Consulting, Inc., relating to providing assessment of health care services provided in County jails, in an amount not to exceed \$283,560 for period October 1, 2015 through June 30, 2016, that has been reviewed and approved by County Counsel as to form and legality. An exemption to competitive procurement has been approved by the Office of Countywide Contracting Management pursuant to Board of Supervisors Policy 5.6.5.1(D)(1). (Office of the County Counsel)

FISCAL IMPLICATIONS

Funding for this Agreement will be provided through the Custody Health budget. The Agreement will increase Custody Health expenses by \$283,560 in FY 2016. Custody Health and the Office of Budget and Analysis are reviewing the Custody Health budget and expenditures to explore possible funding solutions and will return to the Board during the mid-year budget review to address this issue.

CONTRACT HISTORY

The County has two existing agreements with Sabot Consulting, Inc. (Sabot) related to assessing Americans with Disabilities Act (ADA) issues at the County jails. The first agreement was approved by the Director of Procurement under a Delegation of Authority from the Board of Supervisors on June 16, 2015 in the amount of \$89,600 for the period July 1, 2015 to June 30, 2016. The second agreement was approved by the Board of Supervisors on September 29, 2015 in the amount of \$380,500 for the period September 29, 2015 to September 29, 2020.

REASONS FOR RECOMMENDATION

Reason(s) for exemption from Board Policy:

Pursuant to Board Policy 5.6.5.1 (D)(1), exemptions 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 exemption.

Reason(s) for approval of agreement

The analysis and review being performed by Sabot is part of the comprehensive review of operations at County jails and is needed to inform the advice given by the Office of the County Counsel on how to ensure that health care services provided in County jails complies with the law. To that end, the Office of the County Counsel wishes to contract with Sabot – which will retain and work with independent experts – to (1) perform a comprehensive gap analysis to assess and evaluate the provision of health care at the County jails in light of the County's obligations under the law; and (2) review all policies and procedures relating to the provision of health care in the County jails and provide any recommended changes in accordance with the County's legal obligations.

This Agreement is retroactive because of the exigencies associated with recent events in the County jails.

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

As part of the recent examination of operations at County jails, the Office of the County Counsel wishes to review the provision of health care services at the County jails in order to identify any gaps in those services and to provide recommendations for addressing those gaps. In so doing, the review would help ensure that the County is complying with its legal obligations and providing health care services in a manner consistent with the Santa Clara Valley Health and Hospital System's Triple Aim Plus objectives for better health for all.

CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the Office of the County Counsel will not have the information needed to advise the County on how to ensure that health care services provided in County jails complies with all applicable laws and comport with the Triple Aim.

STEPS FOLLOWING APPROVAL

The Clerk of the Board will notify Kim Forrester of the Office of the County Counsel.

ATTACHMENTS:

- Agreement for Services with Sabot Consulting, Inc. relating to Assessment of Health Care Services Provided in County Jails (PDF)
- Approved Exemption to Competitive Procurement (PDF)

HISTORY:

12/08/15 Board of Supervisors HELD

Next: 12/15/15

**AGREEMENT FOR SERVICES BETWEEN
THE COUNTY OF SANTA CLARA AND
SABOT CONSULTING**

This Agreement for Services (hereinafter referred to as “the Agreement”) is by and between the County of Santa Clara (hereinafter referred to as “the County”) and Sabot Technologies, Inc. dba Sabot Consulting, Inc. (hereinafter referred to as “Contractor”).

1. Nature of Services.

County hereby retains Contractor as an independent contractor. Contractor is retained to provide services as described in Exhibit A, Scope of Work.

2. Term of Agreement.

This Agreement shall be effective on October 1, 2015 and shall continue in full force and effect through June 30, 2016, unless terminated earlier in accordance with Section 5.

3. Compensation

County will compensate Contractor as described in Exhibit A, Scope of Work.

4. Budget Contingency.

Except to the extent that services have been committed and/or completed, 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 either to terminate this Agreement with no liability occurring to the County or to offer an amendment to the Agreement indicating the reduced amount. In the event of termination or reduction of amount, Contractor shall be paid in accordance with Section 5.

5. Termination.

The County may terminate this Agreement upon thirty (30) days written notice of such termination to Contractor. In the event of such termination, Contractor shall be paid for those undisputed services performed, pursuant to the Agreement, to the satisfaction of the County up to the date of receiving the notice of termination. The County shall not be liable for services performed or costs incurred by Contractor after delivery of a notice of termination.

6. Duties Upon Termination.

All finished or unfinished documents, data, studies, maps, photographs, reports, and

other materials (hereinafter collectively referred to as “materials”) prepared by Contractor under this Agreement are the property of the County and, upon termination of this Agreement, shall be delivered promptly to the County Counsel. In addition, Contractor shall immediately deliver to County Counsel all documents, data, records, notebooks, and similar writings, whether in electronic or physical form, relating in any way to any proprietary information of the County, or other information provided by the County to Contractor, including copies then in Contractor’s possession, whether prepared by Contractor or by others. Contractor may retain one copy of materials used in its deliverable for retention purposes.

7. **Direction of County Counsel.**

Contractor shall only perform work at the direction of the County Counsel or designee.

8. **Confidentiality.**

(a) All materials produced to Contractor in the course of executing the duties set forth in this Agreement, as well as any writings produced by Contractor pursuant to this Agreement, are privileged and strictly confidential, and protected by, *inter alia*, the Attorney-Client Privilege and the Work Product Doctrine.

(b) During the performance of this Agreement, Contractor shall have access to documents, data, and results. Contractor agrees to treat all such information as confidential and will use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement. Contractor shall not release any of the aforementioned information to any entity or party other than County Counsel, or discuss such information or this engagement with any party other than authorized staff of County Counsel without the express prior written authorization of County Counsel or designee, or as Contractor may be required by law to disclose. In the event that Contractor receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Contractor shall immediately give notice to County Counsel, as described in Section 18, below, in sufficient time to permit the County to seek a protective order or other similar order.

9. **County Data**

“County Data” shall mean data, information, documents, and any other materials 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.

10. 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 Section 10.

11. Business Associate Agreement.

Contractor shall comply with the HIPAA Business Associate Agreement as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

12. Insurance and Indemnification.

Contractor agrees to and shall comply with County's insurance and indemnification requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

13. 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.

14. Contracting Principles Provisions.

Contractor agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. 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.

15. Nondiscrimination.

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara 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; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); 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.

16. 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.

17. 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.

18. 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.

19. Assignment of Clayton Act, Cartwright Act Claims.

Contractor 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 Contractor for sale to the County pursuant to this Agreement.

20. Assignment.

The services to be performed by Contractor are personal in character. Accordingly, Contractor is prohibited from: (1) assigning or subcontracting this Agreement; or (2) delegating any duties or obligations hereunder in any manner whatsoever, either voluntarily or by operation of law, unless the County first approves in writing such assignment, subcontract or delegation by written instrument executed and approved in the same manner as this Agreement. The County may give or withhold such approval in its sole and absolute discretion. Any purported assignment or subcontract by Contractor in violation of these restrictions will confer no rights on any other party and will, at the County's sole option, be void.

21. Governing Law.

This Agreement has been executed and delivered in, and will 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.

22. Notices.

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

To Contractor:
 Sabot Technologies, Inc.
 dba Sabot Consulting
 101 Parkshore Drive, Suite 100
 Folsom, CA
 Attn.: Mike Brady, Director

To County:
 County of Santa Clara
 Office of the County Counsel
 70 W. Hedding St., 9th Floor,
 San Jose, CA 95110
 Attn.: County Counsel

23. Relationship of Parties; Independent Contractor.

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the County. 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 purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has 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 herein. Contractor shall be solely responsible for the acts and omissions of her officers, agents, employees, contractors, and subcontractors, if any.

24. Entire Agreement.

This Agreement and its Exhibits constitute 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.

25. Amendments.

This Agreement may be amended only by an instrument signed by the parties.

26. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be

void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

27. 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.

28. Interpretation.

The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters contained herein. This Agreement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement.

Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

29. 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 must be in writing, and shall apply to the specific instance expressly stated.

30. Audit Rights.

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor. All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing may be made from current billings.

Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

31. Use Of County's Name For Commercial Purposes.

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County.

32. Disentanglement.

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or County's activities.

33. Standard of Care.

Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

34. 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.

35. **Survival.**

Termination, expiration or cancellation of this Agreement shall not affect the duties and obligations provided for in Sections 3, 4, 6, 8, 9, 10, 11, 12, 14, 18, 19, 22, 23, 27, 28, 29, 30, 31, 32, 33, and 34 of this Agreement, which shall survive termination, expiration or cancellation hereof.

36. 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.

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

NAME OF FIRM

DAVE CORTESE
President, Board of Supervisors
Date:



Mike Brady
Director, Sabot Technologies, Inc.
dba Sabot Consulting
December 1, 2015

ATTEST:

APPROVED AS TO FORM
AND LEGALITY:

MEGAN DOYLE
Clerk of the Board of
Supervisors



LING Y. LEW
Deputy County Counsel

Exhibit A: Scope of Work

I. Service Description

- A. Under the direction of the Office of the County Counsel (County Counsel), Contractor shall: (1) perform a comprehensive gap analysis to assess and evaluate the provision of health care at the Main Jail and Elmwood Correctional Facility (collectively, County jails) in light of the County's obligations under the law; and (2) review all policies and procedures relating to the provision of health care in the County jails and provide any recommended changes in accordance with the County's legal obligations.
- B. Contractor shall subcontract with the independent experts listed below to come to the County jails and perform the comprehensive gap analysis described above in each of the following subject matter areas.

The curriculum vitae or resumes of the experts are attached at the end of this Exhibit.

1. Medical care (including dental care)
Experts: Dr. Todd Wilcox, M.D.; Mark Ellsworth; Dr. Jay Shulman, D.M.D., M.A., M.S.P.H. (dental)
 2. Mental health care
Expert: Dr. Bruce Gage, M.D.
 3. Suicide prevention
Expert: Lindsay M. Hayes, M.S.
- C. Each independent expert shall review in her or his subject area all relevant policies, procedures, and practices, forms, staffing and leadership, medical records as needed, training, and facilities. Each independent expert will visit the County jails in person at least once as part of her or his assessment.
- D. Mike Brady will be the independent Project Manager and Lead (Project Manager).
1. The Project Manager shall act as the point of contact between the County and each expert, and will ensure that timely communication occurs between the County and each expert when needed.
 2. The Project Manager shall manage the scheduling of the on-site assessments.
- E. Contractor will comply with all protocols agreed upon between the County and Contractor.

II. Deliverables and Compensation

A. Deliverables

1. Contractor shall provide verbal reports on a regular basis to the County. These reports shall update the County on the progress on the gap analysis and any preliminary recommendations. In addition, each expert shall provide a verbal report to the County at his/her exit interview.
2. Contractor will provide the County with a written report laying out its short-term and long-term recommendations no later than four weeks after the last on-site assessment, and no later than the expiration of this Agreement, whichever is earlier.

B. Compensation

The County will pay Contractor **\$283,560** for all of the Deliverables. This amount includes all expenses of the Contractor and any retained experts, including travel costs, and Contractor will be solely responsible for any such expenses incurred by the Contractor and its experts.

Todd Randall Wilcox, M.D., M.B.A., C.C.H.P.-A.

EMPLOYMENT: **Chief Executive Officer**, Wellcon, Inc.
May 1996 to present

Medical Director, Salt Lake County Jail System
May 1996 to present
Attending Physician, After Hours Medical
August 2001 to present

Senior Consultant, Phase 2 Consulting
January 2003 to December 2009

Medical Director, Maricopa County Jail System
November 2004 to February 2006

Attending Physician, Wasatch Physician Services
July 1996 to January 2000

Attending Physician, State of Utah Department of Corrections
August 1997 to January 1999

Staff Physician, Salt Lake County Jail
June 1994 to May 1996

EDUCATION: M. B. A.
University of Utah David Eccles School of Business
Salt Lake City, UT
September 1996 to June 1998

Residency in Orthopaedic Surgery
University of Utah
July 1993 to July 1996

Internship in General Surgery
University of Utah
July 1992 to June 1993

M.D.
Vanderbilt University School of Medicine
Nashville, TN
August 1988 to May 1992

B.S.
Duke University

Durham, NC
 Major: Biological Psychology
 August 1984 to May 1988

MEDICAL
 LICENSURE:

Utah
 Arizona

BOARD

CERTIFICATIONS: American Board of Urgent Care Medicine—certification by exam 2006,
 recertified by exam 2014

ADVANCED

CERTIFICATIONS: American Academy of HIV Medicine—2009, 2013 recertified by exam
 Advanced Certified Correctional Health Care Provider (CCHP-A)—
 certification by exam 2007, recertified 2015
 Buprenorphine certified--2013

FACULTY

APPOINTMENTS: Medical School Admissions Committee, University of Utah School of
 Medicine
 Faculty Instructor, Correctional Crisis Intervention Team Academy, Salt
 Lake County, UT
 Adjunct Instructor of Medicine, University of Utah School of Medicine
 Adjunct Professor of Chemistry, Salt Lake Community College
 Faculty Instructor, University of Utah School of Nursing

PROFESSIONAL

APPOINTMENTS: President-elect, American College of Correctional Physicians, 2013
 Chairman, Physician Certification Committee, National Commission on
 Correctional Health Care, 2012-2013
 Board of Directors, National Commission on Correctional Health Care—
 Certified Correctional Healthcare Professional Board
 Chairman, Electronic Medical Records Taskforce for the National
 Commission on Correctional Healthcare, 2002
 Treasurer, Society of Correctional Physicians, 2012
 Medical School Admissions Committee, University of Utah School of
 Medicine, 2012-13

HONORS:

Medical Director for National Commission on Correctional Healthcare
 Facility of the Year, 2001
 Angier B. Duke Memorial Scholarship
 Boettcher Foundation Scholar
 Jostens Foundation Scholar

PROFESSIONAL

MEMBERSHIPS: American Medical Association
 American College of Emergency Physicians
 American Jail Association
 Society of Correctional Physicians
 American Correctional Health Services Association
 American Academy of Urgent Care Medicine
 American Academy of HIV Medicine

CORRECTIONAL
 CONSULTING: American Jail Association
 National Institute of Corrections
 California Department of Corrections
 Maricopa County Correctional Health Care, AZ
 Pima County Department of Institutional Health, Tucson, AZ
 Santa Clara County Jail System, CA
 Washington County Jail, UT
 Utah County Jail, UT
 Seattle-King County Jail System, WA
 Mississippi Department of Corrections
 National Commission on Correctional Healthcare

PUBLICATIONS: Wilcox, TR. Dealing with Orthopedic Hardware. *Corrdocs*. Chicago: Society of Correctional Physicians, Fall 2014. 17:3, 4-5.

Wilcox TR. Critical Commandments in Correctional Health Care: Part 3. *CorrectCare*. Chicago: National Commission on Correctional Health Care, Fall 2013. 27:4, 16.

Wilcox TR. Critical Commandments in Correctional Health Care: Part 2. *CorrectCare*. Chicago: National Commission on Correctional Health Care, Summer 2013. 27:3, 19.

Wilcox TR. Critical Commandments in Correctional Health Care: Part 1. *CorrectCare*. Chicago: National Commission on Correctional Health Care, Spring 2013. 27:2, 20.

Wilcox TR. Developing an Effective Alcohol Withdrawal Protocol. *Correctional Health Care Report*. Civic Research Institute, Inc., May 2003: 49-50, 63-64.

Goble EM, Kane SM, Wilcox TR, Doucette SA. Meniscal Allografts. In: McGinty JB, ed. *Operative Arthroscopy*. Philadelphia: Lippincott-Raven Press; 1996: 317-31.

Goble EM, Kane SM, Wilcox TR, Olsen RE. Advanced Arthroscopic Instrumentation. In: McGinty JB, ed. *Operative Arthroscopy*. Philadelphia: Lippincott-Raven Press; 1996: 7-12.

Wilcox TR, Goble EM. Indications for meniscal allograft reconstruction. *American J of Knee Surgery* 9: 35-6, 1996.

Wilcox TR, Goble EM, Doucette SA. Goble technique of meniscus transplantation. *American J of Knee Surgery* 9: 37-42, 1996.

Goble EM, Downey DJ, Wilcox TR. Positioning of the tibial tunnel for ACL reconstruction. *J Arthroscopy* 12: 415-18, 1995.

Morris JA, Wilcox TR, Reed GW, et al. Safety of the blood supply: surrogate testing and transmission of hepatitis C in patients after massive transfusion. *Annals of Surgery* 219: 517-26, 1994.

Wilcox TR, Morris JA, Green NE. Case report: Pediatric ankle fractures. *Tennessee Medical Journal*. 85: 217-19, 1992.

Morris JA, Wilcox TR, Frist WH. Pediatric organ donation: the paradox of organ shortage despite the remarkable willingness of families to donate. *Pediatrics* 89: 411-15, 1992.

Morris JA, Wilcox TR, Noreuil T, and Frist WH. Organ donation: a university hospital experience. *Southern Medical Journal* 83: 884-88, 1990.

Cogbill TH, Moore EE, Feliciano DV, Wilcox TR, et al. Conservative management of duodenal trauma: a multicenter perspective. *Journal of Trauma* 30: 1469-75, 1990.

Morris JA, Moore EE, Feliciano DV, Wilcox TR, et al. Post-traumatic renal failure: a multicenter study. *Journal of Trauma* 31: 1584-90, 1991.

Wilcox TR, contributing author to The Admissions Essay by Helen W. Power and Robert DiAntonio. Lyle Stuart, Inc., Seacausus, NJ, 1987, pp. 116-7, 197, 206-8, 219-20.

PRESENTATIONS: National Commission on Correctional Healthcare Jail Standards Course
 Abdominal Pain
 Chronic Disease Management in Correctional Facilities
 Pain Management in Correctional Healthcare
 Alcohol Withdrawal Syndrome
 Drug Withdrawal Syndromes
 Effective Correctional Medical / Mental Health Intake Screening
 Endocrine Emergencies
 Excited Delirium and Sudden In-Custody Death Syndrome
 Hematologic Emergencies
 Safe Restraint and Intensive Medical Management Practices
 Medical Effects of Mental Health Medications
 Neurological Emergencies
 Effective Nursing Triage in Correctional Settings
 Orthopedic Emergencies
 Point of Care Laboratory in Correctional Healthcare
 Managing Hypertension in Correctional Healthcare
 Seizure Assessment and Treatment
 How To Work Well with EMS
 Effective Wound Care Practices in Correctional Healthcare
 14-day Assessments in Corrections
 Electronic Health Records for Institutional Medicine

EXPERT

PANELS: Rand Corporation Expert for Modified Delphi Process to Determine Quality Measures for Correctional Healthcare—June 2009

American Jail Association / National Institute of Corrections Expert for Mental Health in Jails Focus Group and National Satellite Broadcast—June 2009

PATENTS: United States Patent 5,681,289
 Chemical Dispensing System
 Issued October 28, 1997

United States Patent 5,891,101

Chemical Dispensing System Methodology
Issued April 17, 1999

United States Patent 5,895,375
Chemical Dispensing System Components
Issued April 17, 1999

Mark Lynn Ellsworth

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Experience 2/2015 to current
Nursing Manager
Inpatient Mental Health Hospital
Intermountain Health Care
Utah Valley Regional Medical Center, Provo, UT
1999 to 2/2015 Salt Lake County Jails Salt Lake City, UT

Health Administrator

- Opened state of the art 2500 bed Jail converting from 800-bed old facility.
- Converted paper medical record to paperless electronic medical record.
- Oversight of Medical and Mental Health Programs

1996-1999 Utah Department of Corrections Draper, UT

Regional Medical Administrator

- Implementation of Telemedicine Program.
- Oversight of Substance Abuse Programs, Awarded Grant for Phoenix Substance Abuse Program (150 bed Housing Unit Program).
- Oversight of Outpatient Mental Health, Sex Offender Programs.

1994-1996 Utah Department of Corrections Draper, UT

Director Of Nursing

- Expanded Nursing Department from 13 RN/LPN to 45.
- Developed inpatient RN model Medical/Mental Health Care units.
- Developed Nursing Clinical Education Component.
- Developed Nursing Protocols Standards of Care.

1986-1994 Utah

Registered Nurse

- Charge Nurse in Mental Health/ICU/Medsurg areas of care.
- General Registered Nursing Experience with adults and pediatrics.

- ACLS Certified
- ANA Certified

Education	<p>Bachelors of Science Nursing Weber State University Ogden, Utah 1986 to 1989</p> <p>Associate of Science Weber State University Ogden, Utah 1984 to 1986</p>
Honors	<p>Health Administrator for 2001 NCCHC National Facility of the Year.</p> <p>Executive Directors Award Utah Department of Corrections for Exemplary Service.</p> <p>Medal of Merit Utah Department of Corrections for Exemplary Service</p>
Professional Courses	<p>NCCHC National Conference, St Louis, MO. "Intensive Medical Management: How to handle prisoners who self mutilate, slime, starve, spit and scratch" September, 2000</p> <p>NCCHC National Conference, Albuquerque, NM. "Intensive Medical Management: How to handle prisoners who self mutilate, slime, starve, spit and scratch" November, 2001</p>

CURRICULUM VITAE - JAY D. SHULMAN

EDUCATION

1982 Master of Science in Public Health
University of North Carolina

1979 Master of Arts in Education and Human Development
George Washington University

1971 Doctor of Dental Medicine
University of Pennsylvania

1967 Bachelor of Arts (Biology)
New York University

POSITIONS HELD

Academic

- 2007 – Adjunct Professor, Department of Periodontics
Baylor College of Dentistry
- 2003 - 07 Professor (Tenure), Department of Public Health Sciences
Baylor College of Dentistry (retired October, 2007)
- 1993 - 03 Associate Professor, Department of Public Health Sciences
Baylor College of Dentistry

Military

- 1971 - 93 Active duty, U.S. Army. Retired July, 1993 in grade of Colonel.
- 1990 - 93 Chief, Dental Studies Division & Interim Commander (1993),
US Army Health Care Studies and Clinical Investigation Activity
- Directed Army Dental Corps' oral epidemiologic and health services research. Supervised a team of public health dentists, statisticians, and management analysts. Designed and conducted research in oral epidemiology, healthcare management and policy.
- 1987 - 90 Director, Dental Services Giessen (Germany) Military Community and
Commander, 86th Medical Detachment. Dental Public Health Consultant, US
Army 7th Medical Command.

Directed dental care for Army in North Central Germany. Operated 6 clinics with 20 dentists and 60 ancillary personnel. Responsible for the dental health of 25,000 soldiers and family members and for providing dental services during wartime using portable equipment. Provided technical supervision of dental public health and oral disease prevention programs for the Army in Europe.

1984 - 87 Chief, Dental Studies Division US Army Health Care Studies & Clinical Investigation Activity. Public Health & Dental Public Health Consultant to Army Surgeon General.

Directed Army Corps' oral epidemiologic and health services research. Supervised a multi-disciplinary team of public health dentists, statisticians, and management analysts. Designed and conducted research in oral epidemiology, healthcare management and policy. Exercised technical supervision of all Army public health and preventive dentistry programs worldwide.

1982 - 84 Assistant Director for Research, US Army Institute of Dental Research. Responsible for Management of extramural research program, performing epidemiologic research, and teaching biostatistics and epidemiology to Walter Reed Army Medical Center dental residents.

1980 - 82 Full-time graduate student (Army Dental Public Health Training Fellowship) at the School for Public Health, University of North Carolina at Chapel Hill.

1976 - 80 Director, Dental Automation
US Army Tri-Service Medical Information Systems Agency
Walter Reed Army Medical Center, Washington, DC
Directed a team of computer scientists in the development of an automated management system for the Army dental clinics and upper management.

1975 - 76 Clinical Dentist, Pentagon Dental Clinic, Washington, DC

1974 - 75 Clinical Dentist, US Army Hospital Okinawa, Japan

1971 - 74 Clinical Dentist, US Army Dental, Clinic Fort McPherson, Georgia

BOARD CERTIFICATION AND STATE LICENSE

Dental Licensure.

Texas #17518 (retired)

Board Certification.

Certified by the American Board of Dental Public Health since 1984 (active).

RESEARCH - AREAS OF INTEREST

Oral epidemiology, health services research, health policy, military and correctional health.

RECENT FUNDED RESEARCH

2010 - 12 Instrument system and technique for minimally invasive periodontal surgery (MIS). National Institutes of Health SBIR Grant 2R44DE017829-02A1 (\$368,270). Principal Investigator: Dr. Stephen Harrel. Role: Paid consultant.

CURRENT SOCIETY AND ORGANIZATION MEMBERSHIPS

1982 – American Association of Public Health Dentistry

PROFESSIONAL ACTIVITIES

Invited Presentations.

- Oct 2015 Public Health, Public Policy, And Legal Issues Associated with Health Care in Prisons: A Dental Perspective. National Commission on Correctional Health Care Annual Conference. October 20, 2015.
- Apr 2012 Public Health, Public Policy, And Legal Issues Associated with Health Care in Prisons: A Dental Perspective. Presented at the University of Texas Health Science Center, San Antonio.
- Apr 2009 Public Health, Public Policy, And Legal Issues Associated with Health Care in Prisons: A Dental Perspective. Presented at the University of Iowa.
- Mar 2008 Public Health and Public Policy Issues Related to Dental Care in Prisons. Presented at University of North Carolina School of Public Health, Chapel Hill, NC.
- Jun 2007 Characteristics of Dental Care Systems of State Departments of Corrections. Presented to annual meeting of Federal Bureau of Prisons dentists, Norman OK.
- Jun 2006 Public Health Aspects of Correctional Dentistry. Presented to annual meeting of Federal Bureau of Prisons dentists, Fort Worth, TX.
- Oct 2006 Opportunities for Dental Research Using the National Health and Nutrition Examination Survey. Indiana University School of Dentistry.
- Aug 2006 Dental Public Health and Legal Issues Associated with Correctional Dentistry. Federal Bureau of Prisons.

- Dec 2005 Opportunities for Faculty Research Using Secondary Data. Frontiers in Dentistry Lecture. University of the Pacific School of Dentistry.
- Feb 2005 Advanced Education in Dental Public Health. University of Missouri, Kansas City, School of Dentistry.

Consultant Activities

- 2015 – Expert witness. *Aaron Marshal v. Wexford Health Sources, Inc.* 14-722-SMY-SCW (S.D. Illinois). Prison conditions.
- 2015 – Expert witness. *Robert Johannes v. Daniel H. Heyns et al.* 14-cv-1169 (E.D. Michigan). Prison conditions class action.
- 2015 – Expert witness. *Henry Leonard et al. v. James LeBlanc, et al.* 5:13-cv-02717 (W.D. Louisiana). Prison conditions class action.
- 2015 – Expert witness. *Joshua Dunn et al. v. Kim Thomas et al.* 2:14-cv-00601. (M.D. Alabama). Prison conditions class action.
- 2014 -15 Consultant to U.S. Department of Justice in investigation under the *Civil Rights of Institutionalized Persons Act*.
- 2014 - 15 Expert witness. *Richard M. Smego v. Jacqueline Mitchell.* 08 CV 03142. (C.D. Illinois). Deposed January 30, 2015. Testified at jury trial February 27, 2015.
- 2012 – Expert witness. *John Smentek et al. v. Thomas Dart, Sheriff of Cook County et al.* 1:09-cv-00529 (N.D. Illinois). Testified at injunction trial June 2-3, 2014. Jail conditions class action.
- 2012 - 15 Consultant. *Quentin Hall et al. v. Margaret Mimms, Sheriff of Fresno County et al.* 1:11-cv-02047-LJO-BAM (E.D. California). Prison conditions class action.
- 2012 – 14 Expert witness. *Parsons et al. v. Ryan et al.* 2:12-cv-00601-NVW (D. Arizona). Deposed March 20, 2014 and September 23, 2014. Settled October 14, 2014. Prison conditions class action.
- 2012 - 14 Expert witness. *Daryl Farmer v. Gwendolyn Miles, et al.* 10-cv-05055 (N.D. Illinois), Eastern Division. Deposed February 1, 2013. Settled November 25, 2014. Prison conditions.
- 2009 - 11 Expert witness. *Inmates of the Northumberland County Prison, et al. v. Ralph Reish, et al.* 08-CV-345 (M.D. Pennsylvania). Settled February 18, 2011. Jail conditions class action.
- 2007 - 09 Expert witness. *Flynn v. Doyle* 06-C-537-RTR (E.D. Wisconsin) Deposed June 5, 2008. Settled August 16, 2010. Prison conditions class action.

- 2006 - 12 Rule 706 Expert (monitor) and Court Representative, *Perez v. Tilton (Perez v. Cate)* federal class action lawsuit settlement. C05-5241 JSW (N.D. California). Prison conditions class action.
- Responsible to *Perez* Court for coordinating remedies between dental (*Perez v. Tilton / Cate*), medical (*Plata v. Schwarzenegger*), *Americans with Disabilities Act (Armstrong v. Schwarzenegger)* and mental health (*Coleman v. Schwarzenegger*) cases. Monitored compliance with *Perez* stipulated injunction. Monitoring completed June 2012.
- 2005 - 10 Rule 706 Expert (monitor), *Fussell v. Wilkinson* federal class action lawsuit settlement. 1:03-cv-00704-SSB (S.D. Ohio). Prison conditions class action.
- Performed initial fact finding, provided dental input to stipulated injunction, wrote policies and procedures, and monitored compliance. Monitoring completed October 2010.
- 1999 - 03 Editorial Board *Journal of Public Health Dentistry*
- 1996 - 05 Editorial Board, Mosby's Dental Drug Reference
- 1993 – *Ad hoc* reviewer: *Journal of Public Health Dentistry* (10); *Journal of American Dental Association* (7); *Journal of Dental Education* (3); *Pediatrics* (1); *Community Dentistry and Oral Epidemiology* (3); *Cleft Palate Craniofacial Journal* (3); *Pediatrics International* (3); *Journal of Dental Research* (2); *Caries Research* (4); *Oral Diseases* (2); *Journal of Oral Rehabilitation* (2); *British Dental Journal* (5).

Teaching

Predoctoral

- 1993 - 2007 Director, Principles of Biostatistics
 1993 - 2007 Lecturer, Applied Preventive Dentistry
 1993 - 2007 Clinical Supervisor, Preventive Dentistry
 2006 - 2007 Clinical Supervisor and Care Provider, Dallas County Juvenile Detention Center Dental Clinic
 1993 - 2005 Director, Epidemiology & Prevention
 1995 - 2003 Director, Dental Public Health

Postdoctoral

- 2007 – Research mentor, Department of Periodontics, Baylor College of Dentistry
 1994 - 2007 Director, Dental Public Health Residency
 1994 - 2007 Lecturer, Research Methods

2001 - 2006 Director, Applied Biostatistics

PUBLICATIONS

Peer-Reviewed (56)

1. Harrel SK, Abraham CM, Rivera-Hidalgo F, Shulman JD, Nunn ME. Videoscope-assisted minimally invasive periodontal surgery (V-MIS). *Journal of Clinical Periodontology* 2014; doi: 10.1111/jcpe.12294.
2. Bansal R, Bolin KA, Abdellatif HM, Shulman JD. Knowledge, Attitude and use of fluorides among dentists in Texas. *Journal of Contemporary Dental Practice* 2012;13(3):371-375.
3. Shulman JD, Sauter DT. Treatment of odontogenic pain in a correctional setting. *Journal of Correctional Health Care* (2012) 18:1, 58 - 65.
4. Barker TS, Cueva MA, Rivera-Hidalgo F, Beach MM, Rossman JA, Kerns DG, Crump TB, Shulman JD. A comparative study of root coverage using two different acellular dermal matrix products. *Journal of Periodontology* (2010) 81:11, 1596-1603.
5. Maupomé G, Shulman JD, Medina-Solis CE, Ladeinde O. Is there a relationship between asthma and dental caries? A critical review of the literature. *Journal of the American Dental Association* 2010;141(9):1061-1074.
6. Puttaiah R, Shulman JD, Youngblood D, Bedi R, Tse E, Shetty S, Almas K, Du M. Sample infection control needs assessment survey data from eight countries. *Indian Dental Journal* 2009; 59, 271-276.
7. Fransen JN, He J, Glickman GN, Rios A, Shulman JD, Honeyman A. Comparative Assessment of ActiV GP/Glass Ionomer Sealer, Resilon/Epiphany, and Gutta-Percha/AH Plus Obturation: A Bacterial Leakage Study. *Journal of Endodontics* 2008; 34(6), 725-27.
8. Beach MM, Shulman JD, Johns G, Paas J. Assessing the viability of the independent practice of dental hygiene. *Journal of Public Health Dentistry* 2007;67(4):250-4.
9. Blackwelder A, Shulman JD. Texas dentists' attitudes towards the dental Medicaid program. *Pediatric Dentistry* 2007;29:40-4.
10. Massey CC, Shulman JD. Acute ethanol toxicity from ingesting mouthwash in children younger than 6 years of age, 1989-2003. *Pediatric Dentistry* 2006; 28:405-409.
11. Shulman JD, Carpenter WM. Prevalence and risk factors associated with geographic tongue among US adults. *Oral Diseases* 2006;12:381-386.
12. Clark DC, Shulman JD, Maupomé G, Levy SM. Changes in dental fluorosis following cessation of water fluoridation. *Community Dent & Oral Epidemiology* 2006;34: 197-204.
13. Shulman JD, Sutherland JN. Reports to the National Practitioner Data Bank involving dentists, 1990-2004. *Journal of the American Dental Association* 2006;137:523-528.

14. Holyfield LJ, Bolin KA, Rankin KV, Shulman JD, Jones DL, Eden BD. Use of computer technology to modify objective structured clinical examinations. *Journal of Dental Education* 2005;10:1133-1136.
15. Benson BW, Shulman JD. Inclusion of tobacco exposure as a predictive factor for decreased bone mineral content. *Nicotine & Tobacco Research* 2005;7:19-724.
16. Shulman JD, Rivera-Hidalgo F, Beach MM. Risk factors associated with denture stomatitis in the United States. *Journal of Oral Pathology & Medicine* 2005;340-346.
17. Shulman JD. Is there an association between low birth weight and caries in the primary dentition? *Caries Research* 2005;39:161-167.
18. Shulman JD. The prevalence of oral mucosal lesions in U.S. children and youth. *International Journal of Pediatric Dentistry* 2005;15:89-97.
19. Bolin KA, Shulman JD. Nationwide dentist survey of salaries, retention issues, and work environment perceptions in community health centers. *Journal of the American Dental Association* 2005;136 (2): 214-220.
20. Shulman JD. Recurrent herpes labialis in US children and youth. *Community Dentistry & Oral Epidemiology* 2004; 32: 402-9.
21. Shulman JD. An exploration of point, annual, and lifetime prevalence in characterizing recurrent aphthous stomatitis in USA children and youth. *Journal of Oral Pathology & Medicine* 2004;33: 558.66.
22. Shulman JD, Beach MM, Rivera-Hidalgo F. The prevalence of oral mucosal lesions in U.S. Adults: Data from the Third National Health and Nutrition Examination Survey. *Journal of the American Dental Association* 2004;135:1279-86.
23. Bolin KA, Shulman JD. Nationwide survey of dentist recruitment and salaries in community health centers. *Journal of Health Care for the Poor and Underserved* 2004; 15:161-9.
24. Shulman JD, Maupomé G, Clark DC, Levy SM. Perceptions of tooth color and dental fluorosis among parents, dentists, and children. *Journal of the American Dental Association* 2004;135(5):595-604.
25. Rivera-Hidalgo F, Shulman JD, Beach MM. The association of tobacco and other factors with recurrent aphthous stomatitis. *Oral Diseases* 2004;10:335-345.
26. Shulman JD, Peterson J. The association between occlusal characteristics and incisal trauma in individuals 8 - 50 years of age. *Dental Traumatology* 2004; 20: 67-74.
27. Buschang PH, Shulman JD. Crowding in treated and untreated subjects 17-50 years of age. *The Angle Orthodontist* 2003; 73(5):502-8.
28. Maupomé G, Shulman JD, Clark DC, Levy SM. Socio-demographic features and fluoride technologies contributing to higher TFI scores in permanent teeth of Canadian children. *Caries Research* 2003; 37(5):327-34.

29. Shulman JD, Nunn ME, Taylor SE, Rivera-Hidalgo F. The prevalence of periodontal-related changes in adolescents with asthma: Results of the Third Annual National Health and Nutrition Examination Survey. *Pediatric Dentistry* 2003; 25(3):279-84.
30. Makrides NS, Shulman JD. Dental health care of prison populations. *Journal of Correctional Health Care* 2002; 9(3):291-306.
31. Shulman JD, Ezemobi EE, Sutherland JN. Louisiana dentists' attitudes toward the Dental Medicaid program. *Pediatric Dentistry* 2001; 23(5):395-400.
32. Shulman JD, Taylor SE, Nunn ME. The association between asthma and dental caries in children and adolescents: A population-based case-control study. *Caries Research* 2001; 35:4:240-246.
33. Maupomé G, Shulman JD, Clark DC, Levy SM, Berkowitz J. Tooth-surface progression and reversal changes in fluoridated and no-longer-fluoridated communities over a 3-year period. *Caries Research* 2001; 35:2:95-105.
34. Trautmann G, Gutmann JL, Nunn ME, Witherspoon DE, Shulman JD. Restoring teeth that are endodontically treated through existing crowns. Part I: Survey of pulpal status on access. *Quintessence International* 2000; 31(10):713-18.
35. Trautmann G, Gutmann JL, Nunn ME, Witherspoon DE, Shulman JD. Restoring teeth that are endodontically treated through existing crowns. Part II: Survey of restorative materials commonly used. *Quintessence International* 2000; 31(10):719-28.
36. Lalumandier JA, McPhee SD, Riddle S, Shulman JD, Daigle WW. Carpal tunnel syndrome: Effect on Army dental personnel. *Military Medicine* 165:372-78, May 2000.
37. McFadyen JA, Shulman JD. Orofacial injuries in youth soccer. *Pediatric Dentistry* 1999; 21:192-96.
38. Cederberg RA, Fredricksen NL, Benson BW, Shulman JD. Influence of the digital image display monitor quality on observer performance. *Dentomaxillofacial Radiology* 1999; 28:203-7.
39. Shulman JD, Niessen LC, Kress GC, DeSpain B, Duffy R. Dental public health for the 21st century: Implications for specialty education and practice. *Journal of Public Health Dentistry* 1998; 58 (Suppl 1):75-83.
40. Cederberg RA, Fredricksen NL, Benson BW, Shulman JD. Effect of different lighting conditions on diagnostic performance of digital film images. *Dentomaxillofacial Radiology* 1998; 27:293-97.
41. Shulman JD, Lewis DL, Carpenter WM. The prevalence of chapped lips during an Army hot weather exercise. *Military Medicine* 1997; 162:817-19.
42. Shulman JD, Wells LM. Acute toxicity due to ethanol ingestion from mouthrinses in children less than six years of age. *Pediatric Dentistry* 1997; 19(6):404-8.
43. Kress G, Shulman JD. Consumer satisfaction with dental care: where have we been, where are we going? *Journal of the American College of Dentistry* 1997; 64 (1):9-15.

44. Shulman JD, Wells LM. Acute toxicity in children under the age of six from ingesting home fluoride products: an update. *Journal of Public Health Dentistry* 1995; 57(3):150-8.
45. McFadyen JA, Seidler KL, Shulman JD, Wells, LM. Provision of free and discounted dental services to selected populations: A survey of attitudes and practices of dentists attending the 1996 Dallas Midwinter Meeting. *Texas Dental Journal* 1996; 113 (12):10-18.
46. Shulman JD. Potential effects of patient opportunity cost on dental school patients. *Journal of Dental Education* 1996; 60 (8):693-700.
47. Shulman JD, Lalumandier JA, Grabenstein JD. The average daily dose of fluoride: a model based on fluid consumption. *Pediatric Dentistry* 1995; 17 (1):13-18.
48. Solomon ES, Hasegawa TK, Shulman JD, Walker PO. An application: the cost of clinic care by dental students and its relationship to clinic fees. *Journal of Dental Education* 1994; 58 (11-12):832-5.
49. Shulman JD, Williams TR, Lalumandier JA. Treatment needs and treatment time for soldiers in Dental Fitness Class 2. *Military Medicine* 159, 2:135-138, 1994.
50. Shulman JD, Williams TR, Tupa JE, Lalumandier JA, Richter NW, Olexa BJ. A comparison of dental fitness classification using different class 3 criteria. *Military Medicine* 1994; 159 (1):5-10.
51. Amstutz RD, Shulman JD. Perceived needs for dental continuing education within the Army Dental Care System. *Military Medicine* 1994; 159 (1):1-4.
52. Shulman JD, Carpenter WM, Lewis DL. The prevalence of recurrent herpes labialis during an Army hot weather exercise. *Journal of Public Health Dentistry* 1992; 52 (4):198-203.
53. Brusck WA, Shulman JD, Chandler HT. Survey of Army dental practice. *Journal of the American College of Dentistry* 1987; 54 (1):54-63.
54. Lewis DM, Shulman JD, Carpenter WM. The prevalence of acute lip damage during a US Army cold weather exercise. *Military Medicine* 1985; 150 (2):87-90.
55. Freund DA, Shulman JD. Regulation of the professions, results from dentistry. In Scheffler, Richard (ed.). *Advances in Health Economics and Health Services Research IV* 1984; 5(1):161-180.
56. Baumgartner JC, Brown CM, Mader CL, Peters DD, Shulman JD. Scanning electron microscopic evaluation of root canal irrigation with saline, sodium hypochlorite, and citric acid. *Journal of Endodontics*. 1984; 10 (11):525-531.

Book Chapters, Monographs, and Non-Peer Reviewed Articles

Shulman JD, Makrides NS, Lockhart A (2016). The Organization of a Correctional Dental Program. In Cohen F. (Ed.), *Correctional Health Care: Practice, Administration, and Law* (pp. TBD). Kingston, NJ: Civic Research Institute. (In press).

1. Shulman JD, Makrides NS, Lockhart A (2016). The Organization of a Correctional Dental Program. *Correctional Health Care Reporter* 16(4) May-June 2015.
2. Shulman JD. Structural Reform Litigation in Prison Dental Care: The *Perez* Case. *Correctional Law Reporter* 25(2) August-September 2013.
3. Shulman JD, Gonzales CK. Epidemiology of Oral Cancer. In Cappelli DP, Mosley C, eds. *Prevention in Clinical Oral Health Care*. Elsevier (2008), 27-43.
4. Cappelli DP, Shulman JD. Epidemiology of Periodontal Diseases. In Cappelli DP, Mosley C, eds. *Prevention in Clinical Oral Health Care*. Elsevier (2008), 14-26.
5. Shulman JD, Cappelli DP. Epidemiology of Dental Caries. In Cappelli DP, Mosley C, eds. *Prevention in Clinical Oral Health Care*. Elsevier (2008), 2-13.
6. Shulman JD, Heng C. Meth Mouth: What We Know and What We Don't Know. *Fortune News* 2006;52(1):12-13.
7. Shulman JD, Guerin RD, Bolay BA, Williams TR. The Dental Needs of Reserve Component Soldiers. Volume I: Introduction, Methods, and Characteristics of Study Sample. US Army Medical Department Center and School, Directorate of Health Care Studies and Clinical Investigation (DR 92-002). Defense Technical Information Center, AD-A261541, November, 1992.
8. Shulman JD. Linear Programming: A Resource Allocation Methodology for Dental Managers. US Army Institute of Dental Research. Defense Technical Information Center # ADA118100; June, 1992.
9. Shulman JD, Berky Z, Luciano WP, Williams T. Glove Use in Army Dental Clinics: A Report of Consultation. US Army Health Services Command, Health Care Studies and Clinical Investigation Activity (90-006). Defense Technical Information Center, AD-A233 336; November, 1990.
10. Bruschi WA, Shulman JD. Time Utilization in the Army Dental Corps. US Army Health Services Command, Health Care Studies and Clinical Investigation Activity (85-003). Defense Technical Information Center, AD-A163687; September, 1985.

Abstracts Presented

1. Yanus M, Rivera-Hidalgo F, Solomon E, Roshan S, Shulman J, Rees TD, Hummel S, Boluri A. Relationship of Candida to Oral Factors in Complete Denture Wearers. *J Dent Res* 89 (Special Issue):#4445, 2010.

2. Abraham C, Rivera-Hidalgo F, Kessler H, Rees T, SL Cheng, Y, Shulman J, Solomon E. Inter-Examiner Evaluation of Fluorescence in Oral Lesions. *J Dent Res* 89 (Special Issue): #4404, 2010.
3. He J, Solomon E, Shulman J, Rivera-Hidalgo F. Treatment Outcome of Endodontic Therapy with or without Patency Filing. *J Dent Res* 89 (Special Issue):#1277, 2010.
4. Harrel SK, Rivera-Hidalgo F, Hamilton K, Shulman JD. Comparison of Ultrasonic Scaling Wear and Roughness Produced In Vitro. *J Dent Res* 87 (Special Issue): # 1018, 2008.
5. Harrel SK, Rivera-Hidalgo F,, Shulman JD. Comparison of Surgical Instrumentation Systems for Minimally Invasive Periodontal Surgery. *J Dent Res* 87 (Special Issue): # 1020, 2008.
6. Shulman JD, Bolin KA. Characterizing Disparities in Root Surface Caries in the US. *J Dent Res* 85 (Special Issue): # 476, 2006.
7. Shulman JD, Bolin KA. Is Root Surface Caries Associated with Xerogenic Medications? *J Dent Res* 85 (Special Issue): # 477, 2006.
8. Shulman JD, Carpenter WM. Risk Factors Associated with Geographic Tongue among US Children. *J Dent Res* 85 (Special Issue): # 1205, 2006.
9. Shulman JD, Bolin KA, Eden BD. Socio-demographic Factors Associated with Root Surface Caries Prevalence. *J Dent Res* 84 (Special Issue): # 3279, 2005.
10. Shulman JD, Carpenter WM, Rivera-Hidalgo F. Prevalence of Hairy Tongue among US Adults. *J Dent Res* 84 (Special Issue): # 1396, 2005.
11. Eden BD, Shulman JD. Root Caries in the US by Tooth Type and Surface. *J Dent Res* 84 (Special Issue): # 2622, 2005.
12. Mobley CC, Shulman JD. Birth Weight and Caries in the Permanent Dentition of Children. *J Dent Res* 84 (Special Issue): # 86, 2005.
13. Puttaiah R, Shulman JD, Bedi R, Youngblood D, Tse E. Infection Control Profile Scores of Practitioners from Eight Countries. *J Dent Res* 84 (Special Issue): # 1026, 2005.
14. Puttaiah R, Youngblood D, Shulman JD, Bedi R, Tse E. Infection Control Practice Comparisons between Practitioners from Eight Countries. *J Dent Res* 84 (Special Issue): # 3207, 2005.
15. Foyle DM, Rivera-Hidalgo F, Shulman JD, Williams F, Hallmon W, Taylor S. Effect of Selected Therapies on Healing in Rat Calvarial Defects. *J Dent Res* 84 (Special Issue): # 1172, 2005.
16. Puttaiah R, Lin SM, Svoboda KKH, Cederberg R, Shulman JD. Quantitative Comparison of Scanning Electron and Laser Confocal Microscopy Techniques. *J Dent Res* 84 (Special Issue): # 3425, 2005.

17. Holyfield LJ, Bolin KA, Rankin KV, Shulman JD, Jones DL, Eden BD. Use of computer technology to modify objective structured clinical examinations. *J Dent Educ* 69 (1):147 # 113, 2005.
18. Benson BW, Shulman JD. Effect of antepartum natural background radiation on infant low birth weight: a pilot study. American Academy of Oral & Maxillofacial Radiology; Denver, CO. 11/6/04.
19. Shulman JD, Beach MM, Rivera-Hidalgo F. Risk factors associated with denture stomatitis in U.S. adults. *J Dent Res* 83 (Special Issue): # 422, 2004.
20. Puttaiah R, Shulman JD, Bedi R. A multi-country survey data on dental infection control KAP. *J Dent Res*; 82 (Spec Issue):# 3394, 2003.
21. Eden BD, Shulman JD. Perceived need for denture care and professional assessment of dentures. *J of Dent Res* 83 (Special Issue): # 1604.
22. Benson BW, Shulman JD. Inclusion of tobacco exposure as a predictive factor for decreased bone mineral content. *Oral Surg, Oral Med, Oral Pathol, Oral Radiol & Endo* 97(2): 266-267.
23. Eden BD, Shulman JD. Factors influencing self-perceived need for periodontal therapy: Data from the Third National Health and Nutrition Survey (NHANES III). *J Dent Res* 2003; 82(Spec Issue):#0481.
24. Shulman JD, Beach MM, Rivera-Hidalgo F. The Prevalence of oral mucosal lesions among US adults: Results from the Third National Health and Nutrition Survey. *J Dent Res* 82 (Special Issue A): # 1472, 2003.
25. Rivera-Hidalgo F, Shulman JD, Beach MM. Recurrence of aphthous ulcerations in adult tobacco smokers. *J Dent Res* 82 (Special Issue A): # 0759, 2003.

Bruce C. Gage, M.D.

Curriculum Vitae

Specialty Certification: Board Certified in Adult Psychiatry, June 1989

Board Certified in Forensic Psychiatry, initial certification October 1994, recertified 2003, 2013

Work: Chief of Psychiatry
Washington State Department of Corrections, Health Services Department
Clinical Associate Professor, University of Washington Department of Psychiatry
and Behavioral Sciences

Private Practice of General and Forensic Psychiatry
Puget Sound Mental Health PS, Inc.

Previous employment:

The Center for Forensic Services at Western State Hospital

The Washington Institute for Mental Illness Research and Training & University
of Washington

Tacoma, WA 98498-7213, 1990-2008

Positions held: Program Director, Center for Forensic Services (1990-2003);

Director, Electrophysiology Laboratory (1992-2003); Program Director,

UW/WSH Forensic Psychiatry Fellowship, University of Washington School
of Medicine (1998-2008); Supervising Psychiatrist, CFS (2003-2006);

Forensic Psychiatrist (2006-2008)

UCLA and Sepulveda Veterans Administration Medical Center

Los Angeles, California, 1988-1990

Assistant Clinical Professor, Department of Psychiatry & Staff Psychiatrist

Education: B.S. (Chemistry) 1979; Massachusetts Institute of Technology; Cambridge, MA

M.D. 1983; University of Washington; Seattle, WA

Postdoctoral Fellow 1983-1984; Cardiovascular Physiology; University of
Washington; Seattle, WA

Medical Intern 1984-1985; Cambridge Hospital; Harvard Medical School;
Cambridge, MA

Psychiatry Resident 1985-1988; Cambridge Hospital; Harvard Medical School;
Cambridge, MA

Chief Psychiatric Resident 1987-1988; Metropolitan State Hospital; Waltham,
MA;

Instructor in Psychiatry; Harvard Medical School; Cambridge, MA

Experience:

Medical school thesis project on the impact of alexithymia on hypertension. 1982-1983

Post-doctoral research: influence of behavior on the CNS control of blood pressure.
1983-1984

Teaching Assistant for physiology and biophysics graduate course in neuroanatomy.
1983-1984

Research during residency on the prediction of violence and clinical criteria used for
commitment. Included grant writing and questionnaire development. 1987-1991

Forensic psychiatry evaluations of fitness for duty, dangerousness, disability,
malpractice, competency, criminal responsibility (both insanity and *mens rea*),
conditional release, and other matters: Cambridge Court Clinic, Metropolitan State
Hospital, Western State Hospital, and private practice. 1987-present

Multi-center research project on the D2-selective antipsychotic savoxepine. 1989-1990

Neuropsychiatric and forensic consultant to the Alaska Psychiatric Institute and
Harborview Developmental Center. March 1991-1998

Research through the Washington Institute on assessment of violence and recidivism in
the mentally ill offender population. August 1990-2004

Psychiatric consultant, Washington State Department of Corrections. 1993-2003

Site Coordinator, MacArthur Foundation research project on competency to stand trial
assessment instrument (MacCAT-CA). 1995-1997

Expert for APA Expert Opinion Survey of Psychiatric Evaluation of Adults. 2011

Mental Health Expert, Farrell v. Beard. 2011-present

Mental Health Expert, US v. County of Los Angeles and Los Angeles Country Sheriff

Jim McDonnell. February 2015-present

Awards and Honors:

Chapter author for Confidentiality Versus the Duty to Protect, Guttmacher award winner, 1991

Outstanding Employee Award, Department of Social and Health Services, 1994 & 1995

Newcomers Award, Community Action for the Mentally Ill Offender, 1996

Delbert M. Kole Outstanding Public Psychiatrist Award, Washington State Association of Community Psychiatrists, 2002

Washington Governor's Award for Leadership in Management, 2010

Affiliations:

American Psychiatric Association

American Academy of Psychiatry and the Law

Psychopharmacology Committee member

Washington Psychiatric Association

Teaching Responsibilities:

Conduct seminars for post-doctoral fellows in forensic psychiatry and psychology

Teach resident seminars in clinical, forensic, correctional, and emergency psychiatry

Invited Lectures:

Degenerative Diseases of the Brain—UCLA medical student lectures, 1989-1990

A History of Psychological Theory from the Enlightenment to Freud—UCLA psychiatric residents' didactic, September 1989

Neuroanatomy of Cognition—UCLA geropsychiatry lecture series, February 1990

Forensic Psychiatry—Lecture for Community Psychiatry Seminar at the University of Washington and Alaska Psychiatric Institute, November 1991 and August 1992

Psychiatrists as Cops—Lecture for senior psychiatric residents at the University of Washington and students and faculty at Washington State University, February 1991, March 1992, December 1992, May 1993

Sub-Cortical Dementias—Alaska Psychiatric Institute/Harborview Developmental Center Continuing Medical Education, March 1991

Late Onset Schizophrenia—Alaska Psychiatric Institute Continuing Medical Education, August 1991

Character Disorders—Western State Hospital Continuing Medical Education, November 1991

Geriatric Psychopharmacology—Alaska Psychiatric Institute/Harborview Developmental Center Continuing Medical Education, November 1991

Delirium—Western State Hospital and Alaska Psychiatric Institute/Harborview Developmental Center Continuing Medical Education, December 1991 and February 1992

The Right to Die—panel for Western State Hospital Continuing Medical Education, May 1992

Prediction of Dangerousness—lecture at the National Association of State Mental Health Attorneys Annual Conference, September 1992

Tourette's Syndrome—Alaska Psychiatric Institute/Harborview Developmental Center Continuing Medical Education, February 1993

Fetal Alcohol Syndrome—Alaska Psychiatric Institute/Harborview Developmental Center Continuing Medical Education, May 1993

Genetic Causes of Mental Retardation—Alaska Psychiatric Institute/Harborview Developmental Center Continuing Medical Education, August 1993

Monothematic Delusions: Phenomenology and Management—UW CME Lecture Series, October 1995

Risk Assessment/Risk Management—American Academy of Psychiatry and the Law annual meeting, October 1996

Forensic Mental Health Evaluations—Seattle University Law School, November 1998, October 1999

Mental Disease and Defect in Adults: Causation, Diagnosis, and Treatment—State Superior Court Judges' Conference, April 1999

Antisocial Behavior: A Neuropsychiatric Perspective—DOC In-Service, November 1999

Mental Health Courts—Alaska Psychiatric Association annual meeting (with Judge Stephanie Rhoades), April 2000

Aesthetics and the Human Psyche—Alaska Psychiatric Association annual meeting, April 2000

Risk Assessment/Risk Management—Presentation to providers, judges, and law enforcement in Clatsop County, OR, September 2000

Basic Anatomy and Physiology of the Brain Related to the Dream State—Presentation to the American Academy of Forensic Sciences, February 2001

Risk Assessment—Presentation to the Washington State Bar Association (CLE), April 2001

Unusual Psychiatric Defenses—Presentation to the Washington State Bar Association (CLE), April 2001

Overview of DSM-IV—Presentation to case managers and masters clinicians, April 2001

Mental Health Experts in Criminal Cases, Including Commentary Relating to the Juvenile Court System—Presentation at the Washington Criminal Justice Institute (with Lynne Sullivan, Ph.D.), September 2001

Competency, Diminished Capacity, and Intentionality in Forensic Assessments—Presentation to Pacific Northwest Neuropsychological Society, September 2002

Integrating Risk Assessment/Risk Management Procedures into a Clinical Forensic Program—Presentation to National Association of State Mental Health Program Director's Forensic Division's annual meeting, September 2002

Competency to Stand Trial—Presentation to Alaska Public Defenders Training Conference, October 2002

Psychiatric and Psychological Issues & Neurological Issues—Presentations at "Through the Looking Glass: Mental Illness and the Law", a University of Washington Continuing Legal Education program, October 2002

Research Methodology—Presentation at the annual meeting of the American Academy of Psychiatry and the Law, October 2002

Civil Commitment—Presentation to the Seattle Forensic Institute, April 2003

How to Identify a Client with Mental Illness—Presentation at the Tenth Annual Washington Criminal Justice Institute, September 2003

Competency & Informed Consent; Legal Liabilities for the Professional—Presentation at Mental Health and the Law in Washington, January 2004

Primer on Conducting Involuntary Medication Hearings—Presentation at the Fall Conference of the Washington State Association of Municipal Attorneys (with Mike Finkle, J.D.), October 2004

Competency and Informed Consent: The Law and the Role of the Clinician—CME for Franciscan Health System, June 2006

Is Evil Good for Psychiatry—Grand Rounds, UW Department of Psychiatry and Behavioral Sciences, June 2006

Competency and Informed Consent: Passive Acceptors and Incompetent Refusal of Treatment—CME for Franciscan Health System, November 2007

Dim Rea: Mental Health Evaluations of Diminished Capacity and *Mens Rea*—CLE, Department of Assigned Counsel, December 2007

Diminished Capacity: Approaches to the Evaluation of *Mens Rea*—Presentation at the Symposium on Diminished Capacity Sponsored by The Washington Institute for Mental Health Research and Training, May 2008

Sentencing Policy for Mentally Ill Offenders—Panel at the National Association of Sentencing Commissions Annual Conference, August 2008

Youth in Corrections—Diverse Youth in Transition: Navigating a difficult Passage, presentation and Panel for the American Psychiatric Association's OMNA on Tour, September 2009

Correctional Psychiatry—Washington Department of Corrections Continuing Medical Education, October 2009

Leston Havens—for the Luminaries of Psychiatry lecture series sponsored by the University of Washington Department of Psychiatry and Behavioral Sciences, December 2009

Involuntary Psychotropic Administration: The Harper Solution—American Correctional Health Services Association Professional Development Conference, March 2010

Securing the Body, Freeing the Mind: Risk Oriented Treatment of the Mentally Ill Offender—Washington Behavioral Health Care Conference, May 2010

Risk Assessment—Co-Occurring Disorders and Treatment Conference, October 2010

Depression and Chronic Pain—Washington Department of Corrections Continuing

Medical Education, October 2010

Effective Use of Older Psychotropic Medications—Washington Physician’s Assistants Continuing Medical Education, November 2010

Changing Personality or Changing Behavior: Treating Cluster B Personality Disorder—Washington Behavioral Healthcare Conference (with Jude Bergkamp, PsyD, MA), June 2011

Interaction of Psychotherapy and Psychopharmacology—Washington Behavioral Healthcare Conference (with Bart Abplanalp, PhD & Julie Shinn, MA), June 2011

Delirium Is a Syndrome—Washington Department of Corrections Continuing Medical Education, September 2011

Setting Up an Involuntary Antipsychotic Administration Mechanism – The Harper Solution—National Correctional Health Care Conference, October 2011

Don’t Panic: Panic Disorder in Medical Settings—Washington Department of Corrections Continuing Medical Education, September 2012

Reducing Liability When Using Physical and Chemical Restraint—Webinar for OmniSure Consulting Group, LLC, December 2012

Involuntary Administration of Antipsychotic Medication: The Harper Solution—American Jail Association Annual Meeting, May 2013

Risk-Need-Responsivity and the Abandonment of the “One Size Fits All” Approach in Corrections and Offender Reentry—Panelist for Seattle University Criminal Justice Department conference entitled “Rethinking Criminal Justice and Mental Health: Evolving Policy in an Era of Risk Assessment and Evidence-Based Practice”, May 2013

Personality Disorders—Washington Department of Corrections Continuing Medical Education (with Bart Abplanalp, PhD), September 2013

Personality Disorders—“HIV/AIDS in the Correctional Setting”, continuing education sponsored by the Northwest AIDS Education and Training Center (with Bart Abplanalp, Ph.D.), February and March 2014

Working with the Potentially Violent Client—CLE for King County Public Defenders, July 2014

Competency and Informed Consent— Washington Department of Corrections Continuing Medical Education, October 2014

Personality Disorders: A Developmental Perspective—Primary Care Conference CNE

hosted by the University of Washington School of Nursing, October 2014

Prescribing Controlled Substances in Correctional Settings: Ethics and the Standard of Care—American Academy of Psychiatry and the Law annual meeting, October 2014

Mental Health in the Washington Department of Corrections. NAMI Washington annual meeting, August 2015

Annual didactics to fellows and residents on the following topics: criminal responsibility, competency, risk assessment/risk management, right to treatment/right to refuse treatment, civil commitment, ethics, treatment of the violent patient, conditional release, psychopathy, correctional psychiatry and other topics.

Publications:

Refereed Journals:

Gage, B.C. and Egan, K.J. The Effect of Alexithymia on Morbidity in Hypertensives. *Psychotherapy and Psychosomatics* 41(3):136-144 (1984).

White, K.A.; Beck, J.C.; Gage, B.C. Emergency psychiatric assessment of violence. *American Journal of Psychiatry* 148(11):1562-1565 (1991).

Kruh, I.P., Whittemore, K., Arnaut, G.L.Y., Manley, J., Gage, B., Gagliardi, G. The concurrent validity of the psychopathic personality inventory and its relative association with past violence in a sample of insanity acquittees. *International J Forensic Mental Hlth* 4(2):135-145 (2005).

Book Chapters:

Gage, B.C. The Violent Inpatient. In Confidentiality Versus the Duty to Protect. Beck, JC (Ed.). American Psychiatric Association press, Washington, D.C. (1991).

Gage, B.C. Working Inside the Walls. In Oxford Textbook of Correctional Psychiatry. Trestman, R; Appelbaum, K; Mtezner, J (Eds.). Oxford University Press, New York (2015).

Other Publications:

Gage, B.C. and Smith, O.A. Cardiovascular Responses to Microinjection of a Neuroexcitatory Amino Acid into Discrete Loci of the Rat Brain. *The Anatomical Record* 208(3):58-59A (1984)

Gage, B.C. Book review: *Insanity: The Idea and Its Consequences*, Thomas Szasz. *Theoretical Medicine* 12:183-185 (1991).

Gage, B.C., Harris, V., and Tomko, R. Criminal Recidivism, Rehospitalization and Revocation of Release in Conditionally Released Insanity Acquittes. AAPL Abstract, 10/95 meeting.

Kruh, I.P.; Arnaut, G.L. Y.; Gage, B.; Gagliardi, G. The psychopathic personality inventory: a validation study with insanity acquittes. Presentation at the Biennial Conference of the American Psychology-Law Society meeting, 3/00.

Gage, B.C. Book review: Principles and Practice of Forensic Psychiatry (2nd Ed.), Richard Rosner (ed.). Journal of Forensic Sciences 50(1):257 (2005).

Gage, B.C. The Growing Problem of Cognitive Disorders in Corrections. Iceberg 19(2) (2009). www.fasiceberg.org/newsletter.htm.

Gage, B.C.; Stern, M. Setting Up an Involuntary Antipsychotic Administration Mechanism – The Harper Solution. DVD through MHM production grant. 2010

Gage, B.C. Reducing liability when using physical and chemical restraints. Omnisure Risk Management Bulletin. 2014

LINDSAY M. HAYES

ACADEMIC BACKGROUND

Master of Science -- Administration of Justice (1978); The American University,
Washington, D.C.

Bachelor of Arts -- Sociology (1977); Ithaca College, New York

SUMMARY

Lindsay M. Hayes is a Project Director of the National Center on Institutions and Alternatives, with an office in Mansfield, Massachusetts. He is nationally recognized as an expert in the field of suicide prevention within jails, prisons and juvenile facilities. Mr. Hayes has been appointed as a Federal Court Monitor (and expert to special masters/monitors) in the monitoring of suicide prevention practices in several adult and juvenile correctional systems under court jurisdiction. He has also served as a suicide prevention consultant to the U.S. Justice Department's Civil Rights Division (Special Litigation Section) and selectively for the Office of Civil Rights and Civil Liberties of the U.S. Department of Homeland Security in their investigations of conditions of confinement in both adult and juvenile correctional facilities throughout the country. He also serves as an expert witness/consultant in inmate suicide litigation cases. Mr. Hayes also serves as a technical assistance consultant/expert by conducting training seminars and assessing inmate and juvenile suicide prevention practices in various state and local jurisdictions throughout the country.

Mr. Hayes has conducted the only five national studies of jail, prison, and juvenile suicide (*And Darkness Closes In...National Study of Jail Suicides* in 1981, *National Study of Jail Suicides: Seven Years Later* in 1988, *Prison Suicide: An Overview and Guide to Prevention* in 1995, *Juvenile Suicide in Confinement: A National Survey* in 2004, and *National Study of Jail Suicide: 20 Years Later* in 2010). The jail and prison suicide studies were conducted through contracts with the National Institute of Corrections (NIC), U.S. Justice Department; whereas the first national study of juvenile suicide in confinement was conducted through a contract with the Office of Juvenile Justice and Delinquency Prevention, U.S. Justice Department.

Mr. Hayes served as editor/project director of the *Jail Suicide/Mental Health Update*, a quarterly newsletter devoted to research, training, prevention, and litigation that was funded by NIC from 1986 thru 2008; and was a consulting editor and editorial board member of *Suicide and Life-Threatening Behavior*, the official scientific journal of the American Association of Suicidology, as well as current editorial board member of *Crisis: The Journal of Crisis Intervention and Suicide Prevention*, the official scientific journal of the International Association of Suicide Prevention. Mr. Hayes has authored over 70 publications in the area of suicide prevention within jail, prison and juvenile facilities, including model training curricula on both adult inmate and juvenile suicide prevention. His *Training Curriculum and Program Guide on Suicide Detection and Prevention in Juvenile Detention/Correctional Facilities and Residential Programs: Instructor's Manual* was released in April 2013.

As a result of research, technical assistance, and expert witness consultant work in the area of suicide prevention in correctional facilities, Mr. Hayes has reviewed and/or examined over 3,500 cases of suicide in jail, prison, and juvenile facilities throughout the country during the past 37 years. Mr. Hayes was a past recipient of the National Commission on Correctional Health Care's Award of Excellence for outstanding contribution in the field of suicide prevention in correctional facilities. His work has been cited in the suicide prevention sections of various state and national correctional health care standards, as well as numerous suicide prevention training curricula

POSITIONS HELD

National Center on Institutions and Alternatives (NCIA), Alexandria, Virginia, (January 1978 to Present).

- **Federal Court Monitor for Suicide Prevention** (September 2004 to Present): *Coleman v. Brown (CA) et al* (2:90-cv-00520-LKK-DAD), serves as expert to Special Master in monitoring suicide prevention practices in the California Department of Corrections and Rehabilitation from October 2013 to Present; *United States v. Robertson County (TN) et al* (3:13-CV-00392), monitoring suicide prevention and mental health practices in the Robertson County Detention Center from February 2013 to Present; *United States v. State of Hawaii* (CV-08-00585-JMS-KSC), monitoring suicide prevention practices in the Oahu Community Correctional Center from July 2009 to June 2015; *United States v. King County (WA) et al* (CV-9-0059), monitoring use of force, suicide prevention, and medical care practices in the King County Correctional Facility from January 2009 to February 2012; *United States v. State of Mississippi* (3:03-CV-1354-HTW-JCS), monitoring suicide prevention practices in the state Division of Youth Services' facilities from February 2008 to May 2010; *United States v. State of Hawaii*, served as expert to Court Monitor in monitoring suicide prevention practices in the Hawaii Youth Correctional Facility from September 2006 to September 2010; *United States v. State of Arizona* (CV-04-1926-PHX-EHC), monitoring suicide prevention practices in the state Department of Juvenile Corrections' facilities from September 2004 to September 2007.
- **Technical Assistance Consultant** (June 1993 to Present) to the Special Litigation Section, as well as the Disability Rights Section, of the U.S. Justice Department's Civil Rights Division in its investigation of suicides and general conditions of confinement within jails, prisons, and juvenile facilities throughout the country.
- **Technical Assistance Consultant** (January 2014 to Present) to the Office of Civil Rights and Civil Liberties of the U.S. Department of Homeland Security in its investigation of suicides and general conditions of confinement within U.S. Immigration and Customs Enforcement facilities and contracted detention facilities throughout the country.
- **Technical Assistance Consultant/Expert Witness** (January 1983 to Present) providing specialized staff training and facility needs-assessment to jails, prisons, and juvenile facilities in suicide prevention. **Expert Witness** consultation and testimony provided in

litigation concerning jail, prison, and juvenile suicide. Qualified as an expert in both state and federal court.

- **Technical Assistance Consultant** (June 1984 to 2012) to the National Institute of Corrections (NIC), U.S. Department of Justice for jail and prison suicide prevention. Also member of NIC's National Jail Suicide Prevention Task Force (1984-1985), an advisory board created to design strategies for reducing jail suicides nationwide.
- **Project Director/Principal Investigator** (September 2006 to February 2009) of the U.S. Justice Department (National Institute of Corrections) contract to conduct an updated national study of inmate suicides occurring in county and city jails, as well as police department lockup facilities during 2005-2006. Responsible for collection and analysis of suicide data, as well as development of recommendations to impact current practices and policies regarding programmatic intervention for identification of potential suicide victims. This contract encompassed a follow-up national study to that performed in both 1980 and 1986.
- **Project Director/Editor** (May 1989 to September 2008) of the *Jail Suicide/Mental Health Update*. This U.S. Justice Department (National Institute of Corrections) contract published a quarterly newsletter focused on two areas: 1) current research, litigation, training, and model programs in the field of jail suicide prevention; and 2) promoting information and technology transfer between local jurisdictions that desired to implement or enhance jail-based mental health services. This project was a continuation of prior U.S. Justice Department grants (1986-1988).
- **Project Director/Principal Investigator** (August 1999 to December 2003) of a U.S. Justice Department, Office of Juvenile Justice and Delinquency Prevention contract to conduct the first national survey of juvenile suicide in confinement. During the contract period, the project determined the extent and distribution of juvenile suicides throughout the country, as well as developed a report (*Juvenile Suicide in Confinement: A National Survey*) for use by juvenile justice practitioners in expanding their knowledge base and in creating/revising policies and training curricula on suicide prevention.
- **Technical Assistance Manager** (September 1987 to September 1997) of NCIA's services to state and local government officials in identifying policies and programs to alleviate overcrowded prisons and jails. Systemic assessments provided counties in the following states: Alabama, Delaware, Georgia, Idaho, Maine, Maryland, Pennsylvania and Rhode Island. In addition, served as a consultant to U.S. Justice Department (National Institute of Corrections) in providing needs-assessment to jurisdictions which experience jail overcrowding. Qualified as an expert in federal court.
- **Project Director/Principal Investigator** (April 1993 to August 1994) of a U.S. Justice Department (National Institute of Corrections) contract to develop a monograph on prison suicide. The monograph (*Prison Suicide: An Overview and Guide to Prevention*) included an extensive literature review, examination of state and national standards for

prison suicide prevention, analysis of prison suicide rates, case studies of effective prevention programs, and review of liability issues.

- **Project Director** (September 1990 to February 1991) of an NCIA research project to evaluate the effectiveness of the Intensive Parole Supervision Project, a joint venture of the U.S. Parole Commission and the U.S. Probation Office for the District of Maryland. The purpose of this five-month evaluation project was to assess the performance and goal achievement of the program during a two-year period, while providing Parole Commission officials with information useful to decision-making regarding program continuation, expansion and/or refinement, and allocation of resources.
- **Project Director/Principal Investigator** (September 1986 to February 1988) for the National Coordination of the Jail Suicide Prevention Information Task Force. This U.S. Justice Department (National Institute of Corrections) contract: 1) Conducted regional seminars on jail suicide prevention throughout the country; 2) Gathered information from each state on the incidence of jail suicide and related issues, including replication of NCIA's 1981 National Study of Jail Suicides; 3) Provided technical assistance to individual jails and others regarding jail suicide prevention while disseminating a quarterly newsletter (*Jail Suicide Update*) concerning timely developments in jail suicide prevention, litigation, training and special issues; and 4) Developed a model training manual on jail suicide prevention.
- **Project Director/Principal Investigator** (July 1980 to November 1981) for the National Study of Jail Suicides, the first effort to determine nationally the extent and distribution of suicides within jails and lockups. Responsible for collection and analysis of suicide data, as well as development of recommendations to impact current practices and policies regarding programmatic intervention for identification of potential suicide victims.

Research Assistant/Juvenile Decarceration Project -- Joint Effort of NCIA and The American University, Washington, D.C. (January 1978 to December 1978).

- A one-year project for the study of policy implementation regarding deinstitutionalization services for delinquent youth (a four state study). Responsible for compiling research for the monograph -- *The Politics of Decarceration*.

Administrative Assistant/Bergen County Courthouse, Hackensack, New Jersey (June 1977 to August 1977).

- Worked as an administrative assistant to the county court administrator and was responsible for conducting municipal court inspections. The purpose of these inspections was to correct any inadequacies in each of the (72) municipal courts, and to coordinate each court into a consistently run municipal court system.

Youth Counselor/South Lansing Center, Lansing, New York (January 1977 to May 1977).

- The South Lansing Center was a New York State Division for Youth Title II Residential Treatment Facility. Worked as a full-time intern in conjunction with Ithaca College. Involved gaining knowledge of the treatment program as a whole and working with youth on a one-on-one basis.

Administrative Assistant/Bergen County Jail Annex, Hackensack, New Jersey (June 1976 to August 1976).

- Worked as an administrative assistant to the jail psychologist and assisted in interviewing, counseling and screening individuals for the county's work-release program.

(STATE and NATIONAL) CONFERENCE PRESENTATIONS (excludes training and technical assistance consultation to individual jurisdictions)

- National Commission on Correctional Health Care, National Conference on Correctional Health Care, Pre-Conference Seminar, New Orleans, LA, April 2015;
- North Dakota Center for Persons with Disabilities, Minot State University, Jail Suicide Prevention Seminars, Grand Forks and Bismarck, ND, March 2015;
- New York State Correctional Medical and Behavioral Healthcare System Conference, Albany, NY, December 9, 2014;
- Suicide Prevention in Juvenile Correctional Facilities, Webinar Presenter, Council of Juvenile Correctional Administrators (Braintree, MA), November 2014;
- National Commission on Correctional Health Care, National Conference on Correctional Health Care Nashville, TN, October 2013;
- National Partnership for Juvenile Services, 19th National Symposium on Juvenile Services, Louisville, KY, October 2013;
- National Commission on Correctional Health Care, Mental Health in Corrections, Las Vegas, NV, July 2013;
- North Dakota Children and Family Services Conference, Bismarck, ND, July 2013;
- National Commission on Correctional Health Care, Mental Health in Corrections, Chicago, IL, July 2012;
- U.S. Department of Justice, National Institute of Corrections, Chief Jail Inspectors' Network Meeting, Jail Suicide Prevention Workshop, Aurora, CO, July 2012;

- Tennessee Corrections Institute, Jail Issues Annual Conference, Keynote Address and Workshop Presentations, Nashville, TN, May 2012;
- Suicide Prevention in Juvenile Detention and Correctional Facilities, Webinar Presenter, Suicide Prevention Resource Center (Washington, DC) and Council of Juvenile Correctional Administrators (Braintree, MA), February and March 2012;
- PrimeCare Medical, Health Services Administrator Annual Training Conference, Keynote Address, Harrisburg, PA, March 2012;
- Wisconsin Department of Justice and Wisconsin Department of Corrections, 17th Annual Jail Administrator's Conference, Plenary Session, Stevens Point, WI, November 2011.
- National Commission on Correctional Health Care, Mental Health in Corrections, Las Vegas, NV, July 2011;
- Association of Correctional Mental Health Administrators Annual Meeting, U.S. Department of Justice, National Institute of Corrections, Prison Jail Suicide Prevention Workshop, Aurora, CO, May 2011;
- U.S. Department of Justice, National Institute of Corrections, Large Jail Network Meeting, Jail Suicide Prevention Workshop, Aurora, CO, March 2011;
- New Mexico Association of Counties, Jail Suicide Prevention Workshops, Albuquerque and Las Cruces, NM, March 2011;
- National Commission on Correctional Health Care, National Conference on Correctional Health Care, Orlando, FL, November 2009.
- Missouri Juvenile Justice Association Educational Conference, Lake of the Ozarks, MO, October 2009;
- Council of Juvenile Correctional Administrators, 2nd Annual Leadership Conference, Chicago, IL, October 2009;
- Academy of Correctional Professionals, Managing the Mentally Ill Through the Correctional System, Luncheon Speaker, Fairfax, VA - May 2009, Farmington, CT - June 2009, and Austin, TX - July 2009;
- Council of Juvenile Correctional Administrators, Seminar for New Directors, Tampa, FL, January 2009;
- American Correctional Association, 138th Congress of Correction, Health Care Professional Luncheon Speaker, New Orleans, LA, August 2008;

- Missouri Institute of Mental Health, Suicide in Jails and Prisons Conference, Keynote Address, Chesterfield, MO, August 2008;
- National Commission on Correctional Health Care, Mental Health in Corrections, Las Vegas, NV, July 2008.
- Florida Sheriffs Association, Annual Jail Conference, Sandestin, FL, December 2007.
- International Association of Suicide Prevention, Preventing Suicide Across the Life Span: Dreams and Realities Conference, Correctional Settings-Symposium, Killarney, Ireland, August 2007.
- Colorado Division of Youth Corrections, 4th Annual DYC Provider Training Conference, Breckenridge, CO, May 2007.
- New Mexico Association of Counties, Jail Suicide Prevention Workshops, Santa Fe and Las Cruces, NM, November 2006;
- OJJDP/ACA's National Juvenile Corrections and Detention Administrator's Forum, Pittsburgh, PA, May 2006.
- National Disability Rights Network, Annual Skills Building Conference, San Diego, CA, January 2006.
- Texas Juvenile Probation Commission, Behind Closed Doors: Liabilities, Issues and Trends in Juvenile Justice Facilities, Austin, TX, September 2005.
- National Center for Mental Health and Juvenile Justice, National Policy Academy on Improving Services for Youth with Mental Health and Co-Occurring Substance Abuse Disorders within the Juvenile Justice System, Bethesda, MD, September 2005.
- National Commission on Correctional Health Care, Mental Health in Corrections, Chicago, IL, July 2005.
- Connecticut Youth Suicide Advisory Board and Connecticut Clearinghouse, Suicide Prevention Promises and Practices: Focus on Youth, Rocky Hill, CT, May 2005.
- Corrections Corporation of America, 2005 Health Services Conference, Scottsdale, AZ, April 2005.
- Wisconsin Department of Justice and Wisconsin Department of Corrections, Suicide Prevention in Jails, Wisconsin Dells, WI, April 2005.
- National Commission on Correctional Health Care, 28th National Conference on Correctional Health Care, New Orleans, LA, November 2004.

- National Commission on Correctional Health Care, Mental Health in Corrections, Las Vegas, NV, July 2004.
- Massachusetts Department of Public Health, Suicide Prevention Across the Lifespan, 3rd Annual Suicide Prevention Conference, Worcester, MA, May 2004.
- Suicide Prevention Resource Center, Preventing Suicide in Regions VII and VIII: Communities Working Together to Implement the National Strategy for Suicide Prevention in the Prairies and Mountain West, Westminster, CO, October 2003.
- North Dakota Office of Management and Budget, Risk Management Division, Suicide Prevention in Correctional Facilities Workshop, Bismarck, ND, May 2003.
- Maine Department of Behavioral and Developmental Services, 2003 Crisis Clinician Conference, Keynote Address. Augusta, ME, March, 2003.
- Texas Juvenile Probation Commission, Symposium on Juvenile Suicide Prevention and Intervention: Putting Children First, Austin, TX, March 2003.
- American Correctional Association, Winter Conference, Charlotte, NC, January 2003.
- Council of Juvenile Correctional Administrators, Mid-Winter Meeting, Charlotte, NC, January 2003.
- New York State Commission of Correction and Office of Mental Health, 2002 Correctional Medical and Mental Health Care Symposium, Sarasota Springs, NY, October 2002.
- University of Connecticut Health Center/Correctional Mental Health Conference, Suicide Prevention: Assessment and Management in a Correctional Environment, Farmington, CT, September 2002.
- American Correctional Health Services Association, Multidisciplinary Training Conference, Portland, OR, March 2002.
- Wisconsin Department of Corrections, Executive Planning Meeting, Kohler, WI, January 2002.
- MCP Hahnemann University, Behavioral Healthcare Education, 9th Annual Forensic Rights and Treatment Conference, Grantville, PA, November 2001.
- National Commission on Correctional Health Care, 25th National Conference on Correctional Health Care, Albuquerque, NM, November 2001.
- Maryland Governor's Interagency Workgroup on Youth Suicide Prevention, 13th Annual Suicide Prevention Conference, Baltimore, MD, October 2001.

- Florida Department of Corrections, 4th Annual Female Offender Focused Symposium, Orlando, FL, September 2001.
- National Institute of Corrections, U.S. Department of Justice, Prison Health Care: Suicide Prevention Workshop, Longmont, CO, June 2001.
- New York State Office of Mental Health, Best Practices Conference, Brooklyn, NY, June 2001.
- Office of Juvenile Justice and Delinquency Prevention (OJJDP) National Conference, Justice for Children: A Vision for the 21st Century, Washington, DC, December 2000.
- National Commission on Correctional Health Care, 24th National Conference on Correctional Health Care, St. Louis, MO, September 2000.
- Indiana Sheriffs' Association and Indiana Department of Corrections, Jail Suicide Prevention Workshop, Indianapolis, IN, July 2000.
- OJJDP/ACA's 15th Annual National Juvenile Corrections and Detention Forum, Albuquerque, NM, May 2000.
- Governor's Summit - Correctional Health to Community Health: A Continuum of Prevention and Care for the Criminal Offender, Las Vegas, NV, April 2000.
- Ohio Community Forensic Association, Suicide and the Criminal Justice Population, Columbus, OH, March 2000.
- Hawaii Criminal Justice Association, 3rd Annual Conference, Keynote Address, Honolulu, HI, March 2000.
- National Commission on Correctional Health Care, 23rd National Conference on Correctional Health Care, Fort Lauderdale, FL, November 1999.
- Council of Juvenile Correctional Administrators, Western Regional Meeting, Tucson, AZ, November 1999.
- Florida Senate and House of Representatives, Committees on Corrections, Presentation on Suicide in Florida Prisons, Tallahassee, FL, January 1999.
- Open Society Institute, 1st National Conference on Death and Dying in Prisons and Jails, New York, NY, November 1998.
- Ohio Department of Mental Health, Office of Forensic Services, Unlocking the Barriers: Mental Health Services in Jails and Working with Law Enforcement Agencies, Cuyahoga Falls, OH, August 1998.

- Oregon Senate and House of Representatives, Senate Judiciary Crime and Civil Subcommittee and House Interim Committee on Judiciary, Presentation on Suicides in Hillcrest Youth Correctional Facility, Salem, OR, March 1998.
- Combined California Correctional Associations, Keys to Inmate Management Conference, Concord, CA, March 1998.
- Wood County Juvenile Detention Center, 1998 Ohio Regional Juvenile Suicide Awareness Seminar, Bowling Green, OH, March 1998.
- Netherlands Institute for the Study of Criminology and Law Enforcement, Leiden University, Leiden, The Netherlands, July 1997.
- Institute for the Study and Treatment of Delinquency, 3rd International Conference on Deaths in Custody, Uxbridge, England, July 1997.
- National Juvenile Detention Association, 9th Annual National Juvenile Services Training Institute, Indianapolis, IN, June 1997.
- National Commission on Correctional Health Care, 20th National Conference on Correctional Health Care, Certified Correctional Health Care Program, Nashville, TN, October 1996.
- Sam Houston State University, Criminal Justice Center, 27th Annual Jail Management Conference, Huntsville, TX, October 1996.
- Oregon Jail Managers' Association, Bend, OR, August 1996.
- Ohio Department of Rehabilitation and Correction, Correctional Health Care Conference, Columbus, OH, May 1996.
- U.S. Department of the Army, U.S. Army Military Police Support Agency, Army Corrections Conference, Fort Belvoir, VA, December 1995.
- National Commission on Correctional Health Care, 19th National Conference on Correctional Health Care, Washington, DC, November 1995.
- Centers for Disease Control and Prevention, National Violence Prevention Conference, Des Moines, IA, October 1995.
- National Commission on Correctional Health Care, National Conference on Legal Issues in Correctional Health Care, Chicago, IL, June 1995.
- Louisiana State University, School of Social Work, Office of Correctional Studies, Prison Suicide Prevention Workshop, Baton Rouge, LA, September 1994.

- Wisconsin Department of Corrections, Suicide Prevention in Detention Facilities Seminar, Wisconsin Dells, WI, September 1994.
- University of Virginia, Institute of Law, Psychiatry and Public Policy, 26th Semi-Annual Forensic Symposium: Jails and Mental Health Services, Charlottesville, VA, May 1994.
- American Association of Suicidology, 27th Annual Conference, New York, NY, April 1994.
- Institute for the Study and Treatment of Delinquency, 2nd International Conference on Deaths in Custody, Cambridge, England, April 1994.
- National Association of State Mental Health Program Directors' Conference, St. Louis, MO, September 1993.
- Pennsylvania Prison Warden's Association, Jail Suicide Prevention Seminar, Bethlehem, PA, November 1992.
- Montana Sheriff's and Peace Officers' Association, 64th Annual Training Seminar, Billings, MT, June 1992.
- Iowa State Sheriffs' and Deputies' Association, First Annual 20-Hour Jail School, Ames, IA, February 1992.
- Institute for the Study and Treatment of Delinquency, Diamond Jubilee Conference -- Deaths in Custody, Canterbury, England, March 1991.
- Law Enforcement Television Network, Carrollton, TX, March 1990.
- American Jail Association, 8th Annual Training Conference, Hollywood, FL, April 1989.
- American Jail Association, 7th Annual Training Conference, Los Angeles, CA, April 1988.
- National Conference on Alcohol Countermeasures and Occupant Protection, Boston, MA, March 1988.
- American Correctional Association, Winter Conference, Phoenix, AZ, January 1988.
- American Association of Correctional Training Personnel and the Juvenile Justice Trainers Association, 3rd Annual National Correctional Trainers Conference, Pittsburgh, PA, October 1987.
- Police Foundation, Police Litigation Prevention Seminar, Chicago, IL, May 1987.

- University of Maine, Conference on Preventing Youth Suicides, Kennebunkport, ME, May 1987.
- Centers for Disease Control, 1987 Conference on Injury in America, Atlanta, GA, February 1987.
- Southeastern Psychological Association, 29th Annual Meeting, Atlanta, GA, March 1983.
- American Association of Suicidology, 16th Annual Conference, Dallas, TX, April 1983.

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- *Training Curriculum and Program Guide on Suicide Detection and Prevention in Juvenile Detention/Correctional Facilities and Residential Programs: Instructor’s Manual*, Mansfield, Massachusetts: National Center on Institutions and Alternatives, April 2013.
- “National Study of Jail Suicides: 20 Years Later,” *Journal of Correctional Health Care*, 18 (3), 2012.
- “Suicide Prevention in Jails and Prisons,” (with Jeffrey L. Metzner) in R. Simon and R. Hales (Eds.), *Textbook of Suicide Assessment and Management*, 2nd Edition, Washington, DC: American Psychiatric Publishing, Inc., 2012.
- *National Study of Jail Suicides: 20 Years Later*, Washington, DC: National Institute of Corrections, U.S. Department of Justice, April 2010.
- “Toward a Better Understanding of Suicide Prevention in Correctional Facilities,” in C. Scott (Ed.), *Handbook of Correctional Mental Health*, 2nd Edition, Washington, DC, American Psychiatric Publishing, Inc., 2010.
- “Characteristics of Juvenile Suicide in Confinement,” *Juvenile Justice Bulletin*, Washington, DC: U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, February 2009.
- “Juvenile Suicide in Confinement – Findings from the First National Survey,” *Suicide and Life-Threatening Behavior*, 39 (4): 353-363, 2009.

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- “Jail Suicide Prevention: Research, Litigation and Training,” *Issues in Correctional Training and Casework*, 4, October 1988; *Ohio Law Enforcement Training Bulletin*, March through June 1989.
- “Research and Training in Jail Suicide Prevention,” *American Jails*, Fall 1988.
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- *Training Curriculum on Suicide Detection and Prevention in Jails and Lockups*, with Joseph R. Rowan, Alexandria, Virginia: National Center on Institutions and Alternatives, February 1988.
- *Jail Suicide/Mental Health Update (1986 to 2008)*
 - “The Tragic and Preventable Death of David Thomas,” 17 (2), Fall 2008.
 - “Looking Ahead Toward a Better Understanding of Suicide Prevention in Correctional Facilities,” 17 (1), Summer 2008.
 - “Liability for Custodial Suicide: A Look Back,” 16 (4), Spring 2008.
 - Special Issue on Preventing Suicides Through Prompt Emergency Response and Intervention,” 16 (3), Winter 2008.
 - “Treatment and Reentry Approaches for Offenders with Co-Occurring Disorders,” (Editor), 16 (2), Fall 2007.
 - “Suicide Risk Despite Denial (Or When Actions Speak Louder Than Words),” 16 (1), Summer 2007.
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 - “Model Suicide Prevention Programs: Part III,” 15 (3), Winter 2006.
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 - “Special Issue: Inmate Suicide Litigation Redux,” (Editor), 13 (1), Summer, 2004.
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- “Use of Inmates to Conduct Suicide Watch and Other Controversial Issues In Jail Suicide Prevention,” 6 (1), Fall 1995.
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OTHER SIGNIFICANT DATA

- Task Force Member, U.S. Justice Department’s Office of Justice Programs and Office of Juvenile Justice and Delinquency Prevention, Suicide Prevention Task Force for Youth in Contact with the Juvenile Justice System, Washington, DC, May 2011 to July 2013.
- Testimony before the Joint Committee on Mental Health and Substance Abuse and the Joint Committee on Public Safety and Homeland Security regarding *Suicide Prevention Practices Within the Massachusetts Department of Corrections*, State House, Boston, MA, May 1, 2007.

- Consulting Editor and Editorial Board Member of *Suicide and Life-Threatening Behavior*, the official scientific journal of the American Association of Suicidology, 2004 to 2010.
- Editorial Board Member of *Crisis: The Journal of Crisis Intervention and Suicide Prevention*, the official scientific journal of the International Association of Suicide Prevention, 2004 to Present.
- Recipient of the National Commission on Correctional Health Care's B. Jaye Anno Award of Excellence in Communication for an outstanding contribution to the field of suicide prevention in correctional facilities, November 2001.
- Recipient of a Governor's Citation by the Governor of the State of Maryland for assistance in the implementation of revised suicide prevention policies in the state's juvenile institutions, October, 2001.
- Principal Investigator, Evaluation of Suicide Prevention Policies and Practices at Bridgewater State Hospital, Massachusetts, 2000.
- Testimony before the House of Representatives Committee on Corrections regarding *Suicides in Florida Prisons*, State Capitol, Tallahassee, FL., January 9, 1999.
- Testimony before the House Interim Committee on Judiciary and the Senate Judiciary Crime and Civil Sub-Committee regarding *Suicide Prevention Practices at the Hillcrest Youth Correctional Facility*, State Capitol, Salem, OR, March 10, 1998.
- Suicide Prevention Consultant to the Council of Juvenile Correctional Administrators, 1998 to Present.
- Jail Suicide Prevention Expert to Special Master in *Campbell v. McGruder, et al* (District of Columbia), 1994 to 1997.
- Juvenile Suicide Prevention Expert to Special Master in *Jerry M. v. District of Columbia, et al*, 1989 to 1997.
- Special Editor for series devoted to international perspective of jail suicides in *Crisis: The Journal of Crisis Intervention and Suicide Prevention*, 18 (4), 1997.
- Columnist to *Crisis: The Journal of Crisis Intervention and Suicide Prevention*, 1992 to 2005.
- Invited Lecturer, School of Justice, The American University, Washington, D.C., January 1985 to April 1990.
- Outstanding Alumnus, School of Justice, The American University, Washington, D.C., Spring 1985.

SUICIDE PREVENTION SERVICES (staff training, program assessment/development and litigation consultation) PROVIDED TO HUNDREDS OF LOCAL AND STATE JURISDICTIONS IN THE FOLLOWING STATES: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington (State), West Virginia, Wisconsin, and Wyoming.

EXHIBIT B
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, 101 Parkshore Drive, Suite 100, Folsom, CA 95630, 888-447-2268 (“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:

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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 purposes of (1) performing a comprehensive gap analysis to assess and evaluate the provision of health care at the Main Jail and Elmwood Correctional Facility (collectively, County jails) in light of the County's obligations under the law; and (2) reviewing all policies and procedures relating to the provision of health care in the County jails and providing any recommended changes in accordance with the County's legal obligations.

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 C

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.

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

EXHIBIT C

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.

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)

EXHIBIT C

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 (Not Required If the Locum Tenens Provider(s) is an independent contractor of the Contractor)
 - 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 extend to the Locum Tenens Provider(s) through the Professional Errors and Omissions Liability Insurance secured by the Contractor. 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.

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

EXHIBIT C

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.



**EXEMPTIONS TO COMPETITIVE PROCUREMENT
(For Professional Services)**

Date of Submission: 12/1/2015 *RESUBMITTED ON 12/2/2015 VIA EMAIL.*
 Submit document via email to: PreApproval.PS@prc.sccgov.org

SECTION I

Proposed Contractor/Consultant:	Sabot Consulting		
Total Value of the Service Agreement:	\$ 368,500.00	Start Date:	10/01/2015
		End Date:	06/30/2016
Description of Service:	gap analysis of health care provided in County jails		
User Agency/Department(s):	County Counsel's Office		
User Agency/Department(s) Contact:	Name:	Ling Lew	
	Phone:	299-5935	
	E-mail:	ling.lew@cco.sccgov.org	

SECTION II

Mark appropriate box for Contract/Agreement 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) (1), the following are EXEMPTIONS to Competitive Procurement for Professional Services. Select the appropriate exemption.

- (b) Educational Services: Procurement of educational services from a nonprofit institution.
- (c) Acquisitions from Other Governmental Agencies: Services and Non Services that are acquired directly from another governmental agency, or under a contract awarded by the federal government or the State or another state government, or competitively by any governmental agency to a third party, when the price is determined to be fair and reasonable.
- (g) Newspapers and Publication Services: Notices and publication services used to post notices required by law.
- (h) Legal Research and Services and Publications: Legal research services and publications used for legal and analysis to support the professional legal staff of the County.
- (i) Limited Extensions During Pending Protest: Extension of existing contracts where the goods and/or services provided under the existing contract are the subject of an ongoing procurement and the results of that procurement have been protested in accordance with Board Policy Protest Procedures.
- (k) Contracts with law firms, expert witnesses, consultants and investigators hired by the County through its County Counsel's Office to assist in legal matters.



**EXEMPTIONS TO COMPETITIVE PROCUREMENT
(For Professional Services)**

<input type="checkbox"/>	(l) Contracts with (i) retirees or previous employees performing duties similar to those performed during the time the individual was a County employee, (ii) individuals to temporarily cover vacant positions, and (iii) individuals hired according to the merit system process, which is a competitive process, but is governed under County Ordinance Sec. A25-34, relating to the Personnel Department - Merit System Rules, as opposed to the Procurement process.
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SECTION IV

Provide brief but concise details to validate the selected exemption.

The Contractor would act as a consultant to the County Counsel's Office by conducting a gap analysis of the health care provided in County jails. This analysis will inform the advice given by the County Counsel's Office on how to ensure that the health care provided in County jails complies with the law.

This Agreement is retroactive because of the exigencies associated with recent events in the County jails.

SECTION V

Printed Name of Requestor:	Ling Lew		
Printed Name of Requestor's Manager or Director:	Orry Korb		
Requestor's Manager or Director Signature:		Date:	12/01/2015

SECTION VI


Decision and Required Step 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:



**EXEMPTIONS TO COMPETITIVE PROCUREMENT
(For Professional Services)**

SECTION VII

County Executive - OCCM		Procurement	
James R. Williams, Deputy County Executive (or Designee)		Jenti Vandertuig, Director of Procurement (or Designee)	
 for James R. Williams			
Date:	12/2/15	Date:	