

**County of Santa Clara  
Department of Correction**



79176

**DATE:** December 15, 2015  
**TO:** Board of Supervisors  
**FROM:** John Hirokawa, Chief of Correction  
**SUBJECT:** Chaplaincy Services - Department of Correction

**RECOMMENDED ACTION**

Approve Third Amendment to Agreement with Catholic Charities of Santa Clara County, increasing the maximum contract amount by \$67,500 from \$225,000 to \$292,500, and with Correctional Institutions Chaplaincy, increasing the maximum contract amount by \$227,000 from \$700,000 to \$927,000, relating to providing chaplaincy services at the Department of Correction, extending the agreements for a 12-month period through December 31, 2016, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management. (Department of Correction)

**FISCAL IMPLICATIONS**

Approval of the recommended action would have no immediate fiscal impact to the General Fund. On November 3, 2015, the Board of Supervisors approved an appropriation modification to cover the additional General Fund costs for increasing chaplaincy services to the inmates. This appropriation was a result of the Board's Public Safety Action Plan, and the component of the Plan that calls for increasing services to inmates that are provided by clergy and inmate advocates.

**CONTRACT HISTORY**

On December 14, 2010 the Board delegated authority to the Chief of Correction to execute an Agreement with Catholic Charities of Santa Clara County (CCSC) to coordinate and provide Catholic services and with Correctional Institutions Chaplaincy (CIC) to coordinate and provide all non-Catholic religious services to inmates housed in Santa Clara County jail facilities.

On June 10, 2014 the Board approved a First Amendment to extend the Agreements with CCSC and CIC to June 30, 2015. On March 24, 2015 the Board approved a Second Amendment to extend the Agreements with CCSC and CIC to December 31, 2015.

## **REASONS FOR RECOMMENDATION**

*Reason(s) for exception to Board Policy:* Pursuant to Board Policy 5.4.5.4, exceptions to the maximum five-year term of contracts must be approved by OCCM. Attached to this Legislative File is a copy of OCCM's approval of the exception.

*Reason(s) for approval of amendment:* On September 15, 2015 the Board directed the Administration to present an action plan to immediately improve conditions and accountability at the jail facilities. On October 6, 2015 the Board approved a Public Safety Plan which included a referral to amend the existing chaplaincy contracts to increase the existing service levels in order to provide inmates with more access to volunteer clergy and inmate advocates, address the additional needs of inmates for communication, and provide inmates with a resource to assist them in addressing concerns and grievances. Because the chaplaincy contracts are set to expire on December 31, 2015, DOC requested approval to extend the term for an additional year beyond the 5-year maximum to provide inmates, inmate families, and staff with much-needed continuity of services and additional support without having to potentially adjust to a new group of clergy beginning January 1, 2016.

## **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**

Inmates have a constitutional right to have access to religious services. Section 1072 of the Adult Title 15 Regulations requires the DOC to provide opportunities for inmates to participate in religious services, practices, and counseling on a voluntary basis. The DOC has contracted with external providers for more than 40 years to provide religious services for inmates.

In January 2005, the DOC and County Counsel conducted an analysis to differentiate between the legally mandated and non-mandated religious services provided to inmates within DOC facilities. Based on the analysis, 75% of the religious service provider's staff time was spent conducting legally mandated services (e.g. worship services, religious counseling, pastoral visits, etc.) and 25% was spent conducting non-mandated services (e.g. life skills training, aftercare services, gospel concerts, etc.). The cost for mandated services was allocated to the General Fund, while cost for non-mandated services was allocated to the IWF.

In April 2006, the DOC conducted a competitive vendor selection process in accordance with the County's procurement policies to identify a religious service provider for FY 2007. Two proposals were received and evaluated by a DOC review team. CIC was awarded the contract for the period of July 1, 2006 to June 30, 2009. The Board of Supervisors

subsequently delegated authority to the Chief of Correction to extend the Agreement with CIC on the following dates:

- June 24, 2009 – Agreement extended to September 30, 2009.
- September 15, 2009 – Agreement extended to December 31, 2009
- December 1, 2009 – Agreement extended to March 31, 2010
- March 2, 2010 – Agreement extended to June 30, 2010
- September 28, 2010 – Agreement extended to December 31, 2010 to allow for time to complete the formal RFP process.

Following the completion of a competitive bid process that commenced on May 5, 2010, the Board of Supervisors delegated authority to the Chief of Correction to execute an Agreement with CCSCC and CIC from January 1, 2011 to June 30, 2014. The Board approved two subsequent amendments to extend the date to June 30, 2015 and later to December 31, 2015.

On September 15, 2015 the Board directed DOC administration to prepare and present an action plan of various reforms to rapidly improve conditions and accountability at the custody facilities. On October 6, 2015 the Board approved a referral to amend the existing contracts with CCSCC and CIC to enhance the current chaplaincy services.

### **CONSEQUENCES OF NEGATIVE ACTION**

The DOC will not be able to provide religious services and activities to inmates starting January 1, 2016 and will have to immediately commence a competitive bid. The RFP process would take a minimum of two months to complete.

### **STEPS FOLLOWING APPROVAL**

The Clerk of the Board is requested to have President Cortese sign the amendments and notify Liza Capulong from the Office of the Sheriff when the signed copies are available for download.

### **ATTACHMENTS:**

- Catholic Charities - Third Amendment (PDF)
- Catholic Charities - OCCM Approval (PDF)
- Correctional Institutions Chaplaincy - Third Amendment (PDF)
- Correctional Institutions Chaplaincy - OCCM Approval (PDF)

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA AND  
CATHOLIC CHARITIES OF SANTA CLARA COUNTY**

This is the third amendment to the 2011 Agreement by and between the County of Santa Clara (County) and Catholic Charities of Santa Clara (CCSCC) for the provision of chaplaincy services at the Department of Correction jail facilities.

Now therefore, it is agreed:

1. **Section III, Compensation**, shall be amended as follows:

The County agrees to pay CCSCC an amount not to exceed \$22,500 for Fiscal Year 2011; \$45,000 in each Fiscal Year 2012, 2013, 2014, and 2015; \$56,250 in Fiscal Year 2016; and \$33,750 for Fiscal Year 2017. CCSCC will invoice the County \$5,625 each month. County will pay for mandated and non-mandated services provided, as identified in Attachment II. CCSCC will submit each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III-A to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole responsibility of CCSCC.

Sub-Contractor, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in Attachment II. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (Attachment IV) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

2. **Section V, Term of Agreement**, shall be amended as follows:

The Agreement shall be effective January 1, 2011 through December 31, 2016, unless terminated sooner as provided in Section VI of this Agreement.

3. **Attachment I, Scope of Service**, shall be replaced with **Attachment I-A, Scope of Service**.
4. **Attachment III, Statistical Reporting Category**, shall be replaced with **Attachment III-A, Statistical Reporting Category**.

5. The following sections shall be added to the Agreement:

**XXIX. Prison Rape Elimination Act (PREA)**

CCSCC shall comply with the SO/DOC Zero-Tolerance Policy related to illegal sexual acts, sexual assault or rape, or any sexual misconduct toward any inmate in Santa Clara County detention facilities.

- A. CCSCC or its employees, sub-contractors, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with inmates and have not attended the PREA training conducted by the SO/DOC shall **review** the handout titled “Prison Rape Elimination Act – Contractor and Volunteer Information Sheet” and **sign** the “Prison Rape Elimination Act – Contractor and Volunteer Acknowledgment Form” which will be retained by the SO/DOC.
- B. The County reserves the right to immediately terminate the contract if CCSCC or its employees, sub-contractors, agents, representatives and/or members of its Board of Directors, and volunteers violate any provision of the SO/DOC’s Zero-Tolerance Policy.

**XXX. Wage Theft Prevention**

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.

**XXXI. 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.

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Except as set forth herein, all other terms and conditions of the 2011 Agreement shall remain in full force and effect; provided however, in the event of any conflict between the terms of the 2011 Agreement, the First Amendment, the Second Amendment, and the Third Amendment, the terms of the Third Amendment shall control.

**COUNTY:**

**CCSCC:**

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Dave Cortese, President  
Board of Supervisors

  
\_\_\_\_\_  
Gregory R. Kepferle  
Chief Executive Officer of CCSCC

**ATTEST:**

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Megan Doyle  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Donald Larkin  
Deputy County Counsel

Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

## ATTACHMENT I-A

### Scope of Service

Catholic Charities of Santa Clara County (CCSCC) will sub-contract with Diocese of San Jose (Sub-Contractor) to provide Catholic faith-based religious services program and activities for incarcerated adult inmates in the Santa Clara County jail facilities throughout the term of this Agreement, and serve as a resource for inmates in addressing concerns and grievances.

1. Sub-Contractor shall prepare, plan, coordinate, and conduct Roman Catholic worship services, bible studies, and concerts in multiple languages for incarcerated adults in the County jails.
2. Sub-Contractor shall provide inmates with the opportunity to discuss concerns and grievances on a one-on-one basis with staff and/or volunteers immediately following the conclusion of religious services and activities, when requested by inmates, or within housing units. At its discretion, Sub-Contractor may choose to work with appropriate SO/DOC officials or use any other method, including but not limited to working with non-SO/DOC personnel or organizations, to assist inmates in resolving their concerns and grievances.
3. Sub-Contractor will maintain and distribute scripture, literature, devotionals, study books, and other religious materials relating to Roman Catholic faith in a variety of languages. Prior to distributing any materials to an inmate, Sub-Contractor will present the material to Custody for security clearance.
4. Sub-Contractor will review and respond to each inmate request for specific diets and other accommodations relating to the Catholic faith. Sub-Contractor will verify the legitimacy of the request and notify the designated County staff accordingly. Sub-Contractor will respond within an appropriate time frame to all inmate requests and, in no event, later than one week of receiving a non-urgent request.
5. Sub-Contractor will provide a full-time coordinator to provide leadership of the program's administration and will be the primary liaison for the Custody Bureau staff and the Catholic spiritual leaders providing religious services to the inmates.
6. Sub-Contractor will interview and advise inmates who seek the services of the Catholic faith on moral, spiritual, domestic and personal issues.
7. Sub-Contractor will provide inmates who seek the services of the Catholic faith with reentry church referral services in the community.
8. Sub-Contractor will provide 24-hour on-call services in the event of an emergency that would be assisted by the Catholic religious counsel.



9. Sub-Contractor will report directly to the Custody Bureau Support Services Commander.
10. Sub-Contractor will recruit, train, supervise, and schedule volunteers to assist in providing Catholic religious services. The Department of Correction, Sheriff's Office, and Custody Bureau will assist with training relating to security.
11. Sub-Contractor will resolve, to the County's satisfaction, grievances or complaints by inmates regarding Catholic religious services provided or denials of services requested.
12. Sub-Contractor will coordinate clergy visits for Catholic religious services. If any inmate requests a visit from a Catholic spiritual leader, the Program Coordinator will contact the spiritual leader to ascertain the legitimacy and relationship between the spiritual leader and the inmate, and inform the spiritual leader of the clergy visitation process. The spiritual leader must provide documentation of his/her role in his/her faith-community and valid identification to visit the inmate. Spiritual leaders are not permitted to use this format to visit relatives. If the Program Coordinator has questions about the legitimacy of a spiritual leader, he/she will discuss the concerns with the Custody Bureau Command Staff.
13. Sub-Contractor shall coordinate with the Programs Division to develop a schedule for religious services and activities for individual housing units. The Support Services Commander or designee shall review and approve the schedule.
14. Sub-Contractor will provide monthly statistical reporting as shown in Attachments II and III-A, or as otherwise agreed by the County.
15. Sub-Contractor will provide a mechanism to address and resolve grievances or complaints by inmates regarding the Catholic religious services provided or any denial of religious services, and report on and discuss those grievances and complaints with the Custody Bureau staff.
16. Sub-Contractor will provide materials, documentation, information, or testimony as needed by the County in connection with any proceeding, investigation, or inquiry relating to the Catholic religious services and activities provided under this Agreement.
17. Sub-Contractor must understand and be familiar with RLUIPA and other federal, state, and local laws regarding religious accommodation and provision of religious services to inmates, and agree to meet or exceed all of the legal mandates stated therein.

**ATTACHMENT III-A**  
 Statistical Reporting Category  
 Number of Inmates Participating in Services  
 Catholic Charities of Santa Clara County  
 Fiscal Year 2016 - 2017

	JANUARY 2016			FEBRUARY 2016			MARCH 2016			APRIL 2016			MAY 2016			JUNE 2016		
	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women
# of Inmates Who Participated in Catholic Services																		
# of Inmates Contacted After Services																		
# Inmates Contacted in Housing Units																		
# Inmate Complaints Received																		

	JULY 2016			AUGUST 2016			SEPTEMBER 2016			OCTOBER 2016			NOVEMBER 2016			DECEMBER 2016		
	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women
# of Inmates Who Participated in Catholic Services																		
# of Inmates Contacted After Services																		
# Inmates Contacted in Housing Units																		
# Inmate Complaints Received																		

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA COUNTY AND  
CATHOLIC CHARITIES OF SANTA CLARA COUNTY**

This is the second amendment to the 2011 Agreement by and between the County of Santa Clara (County) and Catholic Charities of Santa Clara (CCSCC) for the provision of chaplaincy services at the Department of Correction jail facilities.

Now therefore, it is agreed:

- 1. **Section III, Compensation**, shall be amended as follows:

The County agrees to pay CCSCC an amount not to exceed \$22,500 for Fiscal Year 2011; \$45,000 in each Fiscal Year 2012, 2013, 2014, and 2015; and \$22,500 for Fiscal Year 2016. The total amount of the Agreement shall not exceed \$225,000. CCSCC will invoice the County \$3,750 each month. County will pay for mandated and non-mandated services provided, as identified in Attachment II. CCSCC will submit each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole responsibility of CCSCC.

Subcontractor, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in Attachment II. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (Attachment IV) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

- 2. **Section V, Term of Agreement**, shall be amended as follows:

The Agreement shall be effective January 1, 2011 through December 31, 2015, unless terminated sooner as provided in Section VI of this Agreement.

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Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

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DUPLICATE ORIGINAL

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Except as set forth herein, all other terms and conditions of the 2011 Agreement shall remain in full force and effect; provided however, in the event of any conflict between the terms of the 2011 Agreement and the Second Amendment, the terms of the Second Amendment shall control.

COUNTY:



Dave Cortese, President  
Board of Supervisors

CCSCC:



Gregory R. Kepferle  
Chief Executive Officer of CCSCC

ATTEST:



Lynn Regadanz  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



Cheryl A. Stevens  
Deputy County Counsel

Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA AND  
CATHOLIC CHARITIES OF SANTA CLARA COUNTY**

This is the first amendment to the 2011 Agreement by and between the County of Santa Clara (County) and Catholic Charities of Santa Clara (CCSCC) for the provision of chaplaincy services at the Department of Correction jail facilities.

Now therefore, it is agreed:

1. **Section III, Compensation**, shall be amended as follows:

The County agrees to pay CCSCC an amount not to exceed \$22,500 for Fiscal Year 2011 and \$45,000 in each Fiscal Year 2012, 2013, 2014, and 2015. The total amount of the Agreement shall not exceed \$202,500. CCSCC will invoice the County \$3,750 each month. County will pay for mandated and non-mandated services provided, as identified in Attachment II. CCSCC will submit with each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole responsibility of CCSCC.

Subcontractor, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in Attachment II. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (Attachment IV) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

2. **Section V, Term of Agreement**, shall be amended as follows:

The Agreement shall be effective January 1, 2011 through June 30, 2015, unless terminated sooner as provided in Section VI of this Agreement.

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Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

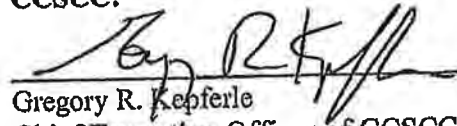
Except as set forth herein, all other terms and conditions of the 2011 Agreement shall remain in full force and effect; provided however, in the event of any conflict between the terms of the 2011 Agreement and the First Amendment, the terms of the First Amendment shall control.

COUNTY:



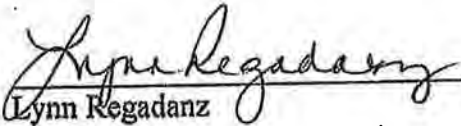
Mike Wasserman, President  
Board of Supervisors

CCSCC:



Gregory R. Kepferle  
Chief Executive Officer of CCSCC

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.  
Attest:



JUN 10 2014

Lynn Regadanz  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



Cheryl A. Stevens  
Deputy County Counsel

Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

## AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND CATHOLIC CHARITIES OF SANTA CLARA COUNTY

This is an Agreement between the County of Santa Clara (County) and Catholic Charities of Santa Clara County (CCSCC) for the provision of chaplaincy services. The parties agree as follows:

### I. Scope of Services

CCSCC will subcontract with the Diocese of San Jose (Subcontractor) to coordinate and provide Catholic faith services and activities for inmates at the Santa Clara County jail facilities as described in **Attachment I**. CCSCC will require Subcontractor to comply with all of the terms and conditions of this Agreement, however, CCSCC is solely responsible for performance of all of its and Subcontractor's obligations under this Agreement.

### II. Contractor Evaluation

CCSCC will be evaluated based on the following:

- A. Subcontractor shall record and maintain all performance measurements and goals as identified in **Attachment II**.
- B. Subcontractor shall provide the County with statistical data regarding the number of inmates participating in Catholic religious services during the month invoiced and a cumulative total of the Catholic religious services provided.
- C. A monthly record shall be maintained by Subcontractor describing the services provided, by whom, where and when. This shall be maintained at the central office of Subcontractor and available for inspection by designated County personnel when requested.
- D. Documentation pertaining to inmate requests shall be maintained at Subcontractor's office for at least five years and will be available for inspection by County upon request.
- E. Subcontractor will keep the white copy of each inmate request form submitted to Subcontractor relating to the religious services program. Subcontractor will maintain and submit all inmate request forms to the DOC on a quarterly basis.
- F. Grievances will be responded to within seven days and turned into the facility Watch Commander where the grievance originated.

### III. Compensation

The County agrees to pay CCSCC an amount not to exceed \$22,500 for Fiscal Year 2011, \$45,000 for Fiscal Years 2012 and 2013 and \$45,000 for FY 2014. The total amount of the agreement shall not exceed \$157,500. CCSCC will invoice the County \$3,750 each month. County will pay for mandated and non-mandated services provided, as identified in the **Attachment II**. CCSCC will submit with each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in **Attachment II** and **Attachment III** to the

Financial Services Division. Submittal of monthly services allocation in **Attachment II**, identifying mandated and non-mandated services is the sole responsibility of CCSCC.

Subcontractor, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in **Attachment II**. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (**Attachment IV**) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

#### IV. Deliverables

CCSCC is to submit proof of insurance documents (in accordance with Section XX); monthly Performance Measure Reports attached to the invoice; and updated Service/Class Schedules as of January 1, 2011, July 1, 2011, January 1, 2012, July 1, 2012, January 1, 2013, July 1, 2013, January 1, 2014 and June 30, 2014.

#### V. Term of Agreement

The Agreement shall be effective January 1, 2011 through June 30, 2014. The County has the option to extend the Agreement for an additional two years if both parties agree and upon approval of the County Board of Supervisors, unless terminated sooner as provided in Section VI of this Agreement.

#### VI. Termination

##### A. Termination Without Cause

Either party may terminate this Agreement without cause upon thirty days prior written notice to the other party by certified mail. This notice shall state the effective date of the termination.

##### B. Immediate Termination for Security/Safety

County may terminate this Agreement without cause for reasons of safety and/or security. Should safety/security reasons no longer apply, services shall resume upon written agreement of both parties.

##### C. Immediate Termination for Cessation of Funding

In the event that funding for this Agreement ceases, this Agreement may be terminated immediately by County without cause and without notice.

##### D. Termination for Cause

County may terminate this Agreement upon notice to CCSCC and opportunity to cure in the event of a material breach of contract by CCSCC.

##### E. Obligation Upon Termination

In the event of termination, CCSCC shall deliver to County copies of all reports and other work performed by CCSCC under this Agreement and upon receipt thereof, CCSCC shall be paid for services performed and



reimbursable expenses incurred to the date of termination.

**VII. Right to Monitor**

County shall have the right to monitor all work performed, all records, and procedures to assure that the project is achieving its purpose, and that all applicable state and federal regulations are met, and that adequate internal fiscal controls are maintained. CCSCC and Subcontractor shall cooperate fully with the County by providing upon request information concerning the entire program.

**VIII. Security Clearance**

All CCSCC and Subcontractor employees, agents, and representatives wishing to enter any County correction facility must receive a security clearance prior to entrance. CCSCC and Subcontractor should allow at least three weeks for completion of the security clearance process. Requests for security clearances shall be coordinated through the Custody Bureau Support Services Commander or other person designated by the County. The County reserves the right to refuse entrance to anyone not in possession of a security clearance badge and to confiscate any security clearance badge issued at its discretion.

**IX. Employment Conditions and Rules**

All personnel working for CCSCC and Subcontractor under this Agreement shall abide by the County's rules, regulations, policies and procedures.

**X. Declaration of Contractor**

Completed Declaration is on file with the County's Authorized Representative.

**XI. Type I Contract Provisions**

This is a Type I Agreement, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, CCSCC shall comply with all of the following:

- A. CCSCC and Subcontractor shall, during the term of this Agreement, comply with all applicable federal, state and local rules, regulations, and laws.
- B. CCSCC and Subcontractor shall maintain financial records adequate to show that County funds paid under the Agreement were used for purposes consistent with the terms of the Agreement. These records shall be maintained during the term of this Agreement and for a period of 3 years from the termination of this Agreement or until all claims, if any, have been resolved, or if otherwise required under other provisions of this Agreement, whichever is longer.

The failure of CCSCC or Subcontractor to comply with this section or any portion thereof constitutes material breach of contract and may, at the option of County, constitutes grounds for termination of this Agreement.

**XII. Right to Conduct Business**

CCSCC shall obtain all necessary certificates, licenses and permits required by city, county, state, and federal law in order to perform the services described in this Agreement. Copies of all such documents shall be presented to the County of Santa Clara upon demand.

**XIII. Prohibition of Sexual Contact**

CCSCC and Subcontractor shall prohibit sexual contact between the inmates of the Santa Clara County jails and employees of CCSCC and Subcontractor, its agents, representatives and members of its Board of Directors, and any volunteers it recruits during the term of this Agreement.

**XIV. Indemnification**

CCSCC agrees to indemnify, defend and hold harmless the 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 CCSCC and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the 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. CCSCC shall reimburse the County for all costs, attorney's 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.

**XV. Prohibition of Financial Relationship**

CCSCC and Subcontractor shall prohibit any financial relationship between inmates and CCSCC's and Subcontractor's employees, agents, representatives, members of its Board of Directors, or volunteer during the term of this Agreement.

**XVI. Assignment of Agreement**

CCSCC shall not assign this Agreement, either in whole or in part thereof, without the prior written consent of the County. Any assignment without consent shall be null and void. This provision shall not prohibit CCSCC from entering into separate agreements with independent providers for limited individual services, as long as such agreements shall not have the effect of accomplishing an assignment otherwise prohibited in this Agreement. Any assignment for which the County has given written consent shall be subject to all of the terms and conditions of this Agreement.

**XVII. Conflict of Interest/Nepotism**

CCSCC shall comply with all conflict of interest and nepotism laws, statutes, and regulations applicable to non-profit corporations or similar organizations. CCSCC shall not maintain any member of its Board of Directors as a paid employee, agent

subcontractor or consultant. CCSCC shall not obtain insurance policies from any member of its Board of Directors. By prohibiting specific relationships, it is not the intent of the parties to authorize other relationships, which are in violation of laws, statutes or regulations.

**XVIII. Independent Contractor Status**

This is an agreement by and between independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and CCSCC. No party associated with or employed by CCSCC shall have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, unemployment benefits or employee benefits of any kind.

**XIX. Access and Retention of Records**

CCSCC and Subcontractor must maintain financial records adequate to show that County funds paid under a contract were used for purposes consistent with the terms of the contract. Records must be maintained by CCSCC and Subcontractor during the term of the contract and for a period of three years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under the contract.

**XX. Insurance Requirements**

Insurance requirements are attached as **Attachment V**. CCSCC's insurance shall be effective on the start date of this Agreement and shall continue throughout the entire terms of this Agreement. CCSCC shall provide proof of insurance.

**XXI. Notices**

All notices prescribed by this Agreement shall be in writing and shall be deemed effective upon their deposit in the U.S. mail, postage prepaid with return receipt requested and addressed:

For County

Department of Correction  
Custody Bureau  
Support Services Commander  
180 W. Hedding Street  
San Jose, CA 95110

For Contractor

Catholic Charities of Santa Clara County  
Maggie Williams  
2625 Zanker Road  
San Jose, CA 95134-2130

For Payment

Department of Correction  
Financial Services Division  
180 W. Hedding Street  
San Jose, CA 95110

**XXII. Beverage Nutritional Criteria**

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

**XXIII. Budget Contingency**

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

**XXIV. Compliance with Laws**

CCSCC and Subcontractor must during the term of this Agreement, be fully familiar with and comply with all applicable federal, state, and local rules, regulations, and laws including, but not limited to, the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. 2000cc-1 (RLUIPA) and other laws and regulations regarding the provision of religious services to inmates and religious activities in the jails and in the County.

**XXV. Confidentiality**

CCSCC and Subcontractor agrees to comply with and to require its employees, agents, and partners to comply with all applicable state, or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of person served under this Agreement, their records, or services provided them and assures that:

- A. All applications and records concerning any individual made or kept by CCSCC and Subcontractor in connection with the administration of, or relating to services provided under, this Agreement will be confidential and will not be open to examination for any purpose not directly connected with the administration of such service or safety and security of the facilities or the public.
- B. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services except as may be required in the administration of such service. CCSCC and Subcontractor agrees to inform all employees, agents and partners of the above provisions and to further inform them that any person knowingly and intentionally disclosing

such information other than as authorized by law may be guilty of a misdemeanor.

- C. In the event that CCSCC receives a subpoena, court order, or other legal document requiring release of information, or is informed that such a document is being requested, CCSCC shall immediately give notice to County in order to permit the County to seek a Protective Order of other similar order in County's discretion.

## XXVI.

### No-Smoking Policy

CCSCC and Subcontractor, and its employees, agents and subcontractors, will 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.

## XXVII.

### Miscellaneous Provisions

#### A. Accountability

Subcontractor will be required to submit status reports covering such items as work in process, milestones attained, milestones missed, milestones to be completed, resources expended, problems encountered and corrective action taken.

#### B. Amendments

Only an instrument signed by the parties may amend this Agreement or the Attachments.

#### C. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Proper venue for legal action regarding this Agreement must be in the County of Santa Clara.

#### D. Equal Opportunity/Non-Discrimination in Contracting

The County is an equal opportunity employer. CCSCC and Subcontractor must comply with all applicable federal, state and local laws and regulations including the County's equal opportunity requirements. Such laws include, but are not limited to, the following: title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; 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, 1102 and 1102.1.

CCSCC and Subcontractor 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 CCSCC and Subcontractor 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.

E. 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.

F. Severability

If any provision of the Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken so as not to affect the validity or enforceability of this Agreement.

**XXVIII. Totality of Agreement**

This instrument, including those that are set forth in Attachments I, II, III, and IV, constitutes this entire Agreement between the County and CCSCC relative to the subject matter contained in this Agreement. The County and CCSCC expressly agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the subject of this Agreement shall be of no force or effect.

County 01/13/2011  
Date: \_\_\_\_\_

Contractor  
Date: 1/4/11

By: [Signature]  
John Hirokawa,  
Chief of Correction

By: [Signature]  
Gregory R. Kepferle,  
Chief Executive Officer of CCSCC

**APPROVED AS TO FORM AND LEGALITY**

[Signature]  
Theresa Fuentes  
Deputy County Counsel

[Signature]  
County Executive's Office  
GARY A. GRAVES  
CHIEF OPERATING OFFICER

Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

**ATTACHMENT I**  
**SCOPE OF SERVICE**

Catholic Charities of Santa Clara County (CCSCC) will sub-contract with Diocese of San Jose (Sub-Contractor), to provide Catholic faith based religious services program and activities for incarcerated adult inmates in the Santa Clara County jail facilities, throughout the term of this Agreement.

1. Sub-Contractor will prepare, plan, coordinate and conduct Roman Catholic worship services, bible study and concerts in multiple languages for incarcerated adults in the county jails.
2. Sub-contractor will maintain and distribute scripture, literature, devotionals, study books and other religious materials relating to Roman Catholic faith in a variety of languages. Prior to distributing any materials to an inmate, Sub-contractor will present the material to Custody for security clearance.
3. Sub-contractor will review and respond to each inmate request specific diets and other accommodations relating to the Catholic faith. Sub-contractor will verify the legitimacy of the request and notify the designated County staff accordingly. Sub-contractor will respond within an appropriate time frame to all inmate requests and, in no event, later than one week of receiving a non-urgent request.
4. Sub-contractor will provide a full-time coordinator to provide leadership of the program's administration and will be the primary liaison for the Custody Bureau staff and the Catholic spiritual leaders providing religious services to the inmates.
5. Sub-contractor will interview and advise inmates who seek services of the Catholic faith on moral, spiritual, domestic and personal issues.
6. Sub-contractor will provide inmates who seek services of the Catholic faith with re-entry church referral services in the community.
7. Sub-contractor will provide 24-hour on-call services in the event of an emergency that would be assisted by the Catholic religious counsel.
8. Sub-contractor will report directly to the Custody Bureau Support Services Commander.
9. Sub-contractor will recruit, train, supervise and schedule volunteers to assist in providing Catholic religious services. The Department of Correction, Sheriff's Office and Custody Bureau will assist with training relating to security.
10. Sub-contractor will resolve, to the County's satisfaction, grievances or complaints by inmates regarding Catholic religious services provided or denials of services requested.
11. Sub-contractor will coordinate clergy visits for Catholic religious services. If any inmate requests a visit from a Catholic spiritual leader, the Program Coordinator will contact the spiritual leader to ascertain the legitimacy and relationship between the spiritual leader and the inmate, and inform the spiritual leader of the clergy visitation process. The spiritual leader must provide documentation of his/her role in his/her faith-community

and valid identification to visit the inmate. Spiritual leaders are not permitted to use this format to visit relatives. If the Program Coordinator has questions about the legitimacy of a spiritual leader, he/she will discuss the concerns with the Custody Bureau Command Staff.

12. All scheduling for Catholic services and activities will be developed by Sub-contractor and approved by the Support Services Commander or designee. Scheduling to the different units will be coordinated through the Programs Division.
13. Sub-contractor will provide monthly statistical reporting at a minimum as shown in Exhibit I, or as otherwise agreed by the County.
14. Sub-contractor will provide a mechanism to address and resolve grievances or complaints by inmates regarding the Catholic religious services provided or any denial of religious services, and report on and discuss those grievances and complaints with the Custody Bureau staff.
15. Sub-contractor will provide materials, documentation, information or testimony as needed by the County in connection with any proceeding, investigation or inquiry relating to the Catholic religious services and activities provided under this Agreement.
16. Sub-contractor must understand and be familiar with RLUIPA and other federal, state and local laws regarding religious accommodation and provision of religious services to inmates, and agree to meet or exceed all of the legal mandates stated therein.



<b>ATTACHMENT I</b>				
<b>Catholic Catholics of Santa Clara County</b>				
<b>Budget for Fiscal Years 2011, 2012, 2013 and 2014</b>				
	<b>FY2011</b>	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>
<b>Income</b>				
<b>Gifts and Contributions</b>				
Churches (Diocese of San Jose)	63,201	126,401	126,401	126,401
Individuals				
<b>Total Gifts and Contributions</b>				
<b>Government Grants &amp; Contracts</b>				
DOC Contract	22,500	45,000	45,000	45,000
<b>Total Income</b>	<b>85,701</b>	<b>171,401</b>	<b>171,401</b>	<b>171,401</b>
<b>Total Contract Expenses</b>				
<b>Personnel</b>				
Payroll	40,021	80,041	80,041	80,041
Fringe Benefits @32%	33,862	67,725	67,725	67,725
<b>Total Personnel</b>	<b>73,883</b>	<b>147,766</b>	<b>147,766</b>	<b>147,766</b>
<b>Non-Personnel</b>				
Communications (Telephone, Pagers, Web Access)	900	1,800	1,800	1,800
Staff Training	459	918	918	918
Liability Insurance				
Printing	150	300	300	300
Books	1,430	2,860	2,860	2,860
Office Supplies	150	300	300	300
Transportation	2,950	5,900	5,900	5,900
Lodging	750	1,500	1,500	1,500
Food	175	350	350	350
Occupancy	2,350	4,699	4,699	4,699
Volunteer Training	459	918	918	918
<b>Total Non-Personnel</b>	<b>9,773</b>	<b>19,545</b>	<b>19,545</b>	<b>19,545</b>
<b>Subtotal Expenses</b>	<b>83,656</b>	<b>167,311</b>	<b>167,311</b>	<b>167,311</b>
<b>Indirect Costs @10% to CCSCC</b>	<b>2,045</b>	<b>4,090</b>	<b>4,090</b>	<b>4,090</b>
<b>Total Expenses</b>	<b>85,701</b>	<b>171,401</b>	<b>171,401</b>	<b>171,401</b>

**ATTACHMENT II**

**Performance Goals and Measurements for Fiscal Year 2011**

**Catholic Charities of Santa Clara County**

First Half Total	July			August			September			October			November			December			1st Half Total
	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	
	<b>1. Mandated Services for Catholic Religious Services</b>																		
A. Catholic Religious Services Held (English)																			
B. Catholic Religious Services Held (Spanish)																			
C. Catholic Religious Services Held (Vietnamese)																			
D. Number of Pastors Contacted for Clergy Visits																			
E. Number of Inmates Receiving Individual Catholic Religious Counseling																			
F. Number of Catholic Religious Meal Requests and Evaluations																			
<b>2. Non-Mandated Services for Catholic Religious Services</b>																			
G. Number of Referrals to Community Based Organizations																			
H. Number of Inmate Request Forms Received																			
I. Number of Inmate Request Forms Answered																			
J. Number of Inmates Participating in Services (Approximate)																			
K. Death Notification and Counseling																			
L. Suicide Counseling																			
M. Other Services - (List all other services below)																			
1)																			
2)																			
3)																			
4)																			
5)																			
<b>Religious Services Totals</b>																			
Second Half Total	January			February			March			April			May			June			2nd Half Total
	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	
	<b>1. Mandated Services for Catholic Religious Services</b>																		
A. Catholic Religious Services Held (English)																			
B. Catholic Religious Services Held (Spanish)																			
C. Catholic Religious Services Held (Vietnamese)																			
D. Number of Pastors Contacted for Clergy Visits																			
E. Number of Inmates Receiving Individual Catholic Religious Counseling																			
F. Number of Catholic Religious Meal Requests and Evaluations																			
<b>2. Non-Mandated Services for Catholic Religious Services</b>																			
G. Number of Referrals to Community Based Organizations																			
H. Number of Inmate Request Forms Received																			
I. Number of Inmate Request Forms Answered																			
J. Number of Inmates Participating in Services (Approximate)																			
K. Death Notification and Counseling																			
L. Suicide Counseling																			
M. Other Services - (List all other services below)																			
1)																			
2)																			
3)																			
4)																			
5)																			
<b>Religious Services Totals</b>																			
Actual Number of Religious Services Held in FY2011	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Anticipated Number of Religious Services To Be Held in FY2011		60			60			60			60			60			60		
Difference																			
Number of Inmates Participating in Religious Services (Approximate)																			

**ATTACHMENT III**

Statistical Reporting Category

Number of Inmates Participating in Roman Catholic Religious Services

Catholic Charities of Santa Clara County

Fiscal Year 2011

First Half	July			August			September			October			November			December			1st Half Total
	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	
	Catholic Services																		
<b>Total</b>																			
Second Half Total	January			February			March			April			May			June			2nd Half Total
	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	
	Catholic Services																		
<b>Total</b>																			

**ATTACHMENT IV**

**CORRECTIVE ACTION PLAN**

*Instructions:* A Corrective Action Plan is needed if CCSCC has not met the performance goals stated in the contract. This report is to be completed and mutually agreed upon by both the program monitor and CCSCC.

List the performance categories in which CCSCC has not met the performance goals stated in the contract.	
Provide a detailed description of activities (developed with CCSCC) that will assist contractor in meeting performance goals.	
Provide a time frame in which corrective action will be implemented.	

I hereby certify that this Corrective Action Plan was developed in collaboration with CCSCC and has been mutually agreed upon by both parties.

---

Program Monitor Signature                      Date                      CCSCC                      Date

Attachment: Catholic Charities - Third Amendment (79176 : Chaplaincy Services - Department of Correction)



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

Date of Submission: 09-16-15  
 Submit document via email to: [PreApproval.PS@prc.sccgov.org](mailto:PreApproval.PS@prc.sccgov.org)

<b>SECTION I</b>			
Service Agreement Number:	4300067216		
Contractor/Consultant:	Catholic Charities of Santa Clara County		
Current Contract Start Date:	01/01/2011	Current Contract End Date:	12/31/2015
Total Value of the Service Agreement:	\$ 225,000.00		
Description of Service:	Provide religious services to inmates incarcerated in Santa Clara County jail facilities.		
User Agency/Department(s):	Department of Correction		
Requesting Agency/Department (s) Contact:	Name:	Liza Capulong	
	Phone:	(408) 808-3615	
	Email:	Liza.Capulong@sheriff.sccgov.org	

<b>SECTION II</b>	
Recommended # of Months Extension:	12 months
Recommended End Date:	12/31/2016
Recommended Additional Amount:	\$ 120,000.00 (ESTIMATE ONLY)
Recommended Total Value of the Service Agreement:	\$ 345,000.00 (ESTIMATE ONLY)

<b>SECTION III</b>	
Mark appropriate box for Contract's Signature Authority	
<input checked="" type="checkbox"/>	Board of Supervisors (approval needed from OCCM)
<input type="checkbox"/>	Delegated to Department Head or designee (approval needed from OCCM)
<input type="checkbox"/>	Director of Procurement (approval needed from Procurement)



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**SECTION IV**

Pursuant to Board Policy 5.4.5.4, EXCEPTIONS to the maximum 5 year term limit for Professional Services are listed below. Select the appropriate exception(s).

- (1) When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant).
- (2) When the County "piggybacks" on another jurisdiction's contract that is more than five years or that is subsequently extended for more than the initial five-year term.
- (3) When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below.
- (7) Contracts for project-specific professional services where the length of the project is expected to exceed five years.
- (8) Revenue contracts.
- (9) Contracts with other governmental agencies.
- (10) When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. [Specific rationale must be provided in Section V, below.]

**SECTION IV continued**

Provide BRIEF but CONCISE details to validate the EXCEPTION(S) selected above.

On September 15, 2015, the Board approved a referral to immediately enact various initiatives as a result of the August 27, 2015 death of inmate Michael Tyree. One of these initiatives is to increase clergy support, presence and access at the jail facilities, and to provide additional opportunities for inmates to disclose information that impact the safety of the environment.

Canceling the competitive bid for religious services that is currently in progress and extending the current contract would allow the DOC to immediately increase clergy support, presence and access; provide inmates, inmate families, and staff with continued support from clergy staff that they are familiar with and trust; and ensure the presence of clergy staff who are familiar with the intricacies of the current jail conditions and difficulties.

**PLEASE NOTE:**

The recommended additional amount and recommended total value of the service agreement noted in Section II are estimates only. The actual contract amount will be determined once contract negotiation has been completed.

Attachment: Catholic Charities - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**SECTION V**

If relying upon Exception (10), the OCCM or the Director of Procurement, as applicable, has discretion to approve a contract term for more than five years. Provide a narrative explanation below:

**A. BACKGROUND (Describe the service)**

The vendor coordinates and provides faith based services and activities for inmates incarcerated at County jail facilities.

Inmates have a constitutional right to have access to religious services. The California Code of Regulations, Title 15 requires the DOC to provide opportunities for inmates to participate in religious services, practices and counseling on a voluntary basis.

Additionally, the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. § 2000cc-1, et seq. and other state, federal and local laws and regulations govern the provision of religious services and religious activities conducted for the benefit of inmates in the County jails.

**B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)**

The Department of Correction (DOC) has contracted with external providers for more than 40 years to provide religious services for inmates housed in Santa Clara County jails.

On December 14, 2010 the Board of Supervisors delegated authority to the Chief of Correction to execute an Agreement with Catholic Charities to coordinate and provide Catholic faith services at Santa Clara County jail facilities from January 1, 2011 to June 30, 2014.

On June 10, 2014 the Board of Supervisors approved a First Amendment to extend the Agreement with Catholic Charities to June 30, 2015.

On March 24, 2015 the Board of Supervisors approved a Second Amendment to extend the Agreement with Catholic Charities to December 31, 2015.

Attachment: Catholic Charities - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)



### APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM (For Professional Services)

#### C. REASONS FOR CONTRACT TERM EXTENSION

The current contract with the vendor will expire on December 31, 2015. A competitive bid could potentially result in a new vendor that may not be familiar with the intricacies of the current jail conditions and difficulties.

A one-year extension would provide inmates, inmate families, and staff with much-needed continuity of services and additional support without having to potentially adjust to a new group of clergy staff at a time when sentiments regarding the in-custody death of an inmate is at its highest.

#### D. RECOMMENDATION PLAN TO CURE ISSUE(S) (If applicable)

### SECTION VI

Printed Name of Requestor:

Liza Capulong

Printed Name of Requestor's Manager or Director:

Martha Wapenski

Requestor's Manager or Director Signature:

**Martha Wapenski**

Digitally signed by Martha Wapenski  
DN: cn=Martha Wapenski, o=Sheriff's Office, ou=Administration, email=martha.wapenski@sheriff.sccgov.org, c=US  
Date: 2015.09.16 10:24:51 -07'00'

Date:

09/16/2015

Attachment: Catholic Charities - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)





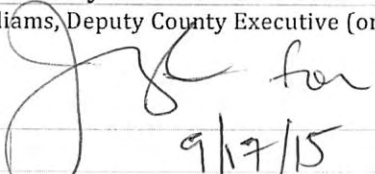
**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**SECTION VII**

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

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

**SECTION VIII**

<b>County Executive - OCCM</b>		<b>Procurement</b>	
James R. Williams, Deputy County Executive (or Designee)		Jenti Vandertuig, Director of Procurement (or Designee)	
 Date: 9/7/15		Date:	

dp

Attachment: Catholic Charities - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA AND  
CORRECTIONAL INSTITUTIONS CHAPLAINCY, INC.**

This is the third amendment to the 2011 Agreement by and between the County of Santa Clara (County) and Correctional Institutions Chaplaincy, Inc. (CIC) for the provision of chaplaincy services at the Department of Correction jail facilities.

Now therefore, it is agreed:

1. **Section III, Compensation**, shall be amended as follows:

The County agrees to pay CIC an amount not to exceed \$70,000 for Fiscal Year 2011; \$140,000 in each Fiscal Year 2012, 2013, 2014, and 2015; \$183,500 in Fiscal Year 2016; and \$113,500 for Fiscal Year 2017. CIC will invoice the County \$18,916.66 each month. County will pay for mandated and non-mandated services provided, as identified in Attachment II. CIC will submit each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III-A to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole responsibility of CIC.

On a quarterly basis, CIC will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in Attachment II. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (Attachment IV) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

2. **Section V, Term of Agreement**, shall be amended as follows:

The Agreement shall be effective January 1, 2011 through December 31, 2016, unless terminated sooner as provided in Section VI of this Agreement.

3. **Attachment I, Scope of Service**, shall be replaced with **Attachment I-A, Scope of Service**.
4. **Attachment III, Statistical Reporting Category**, shall be replaced with **Attachment III-A, Statistical Reporting Category**.

5. The following sections shall be added to the Agreement:

**XXIX. Prison Rape Elimination Act (PREA)**

CCSCC shall comply with the SO/DOC Zero-Tolerance Policy related to illegal sexual acts, sexual assault or rape, or any sexual misconduct toward any inmate in Santa Clara County detention facilities.

- A. CCSCC or its employees, sub-contractors, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with inmates and have not attended the PREA training conducted by the SO/DOC shall **review** the handout titled “Prison Rape Elimination Act – Contractor and Volunteer Information Sheet” and **sign** the “Prison Rape Elimination Act – Contractor and Volunteer Acknowledgment Form” which will be retained by the SO/DOC.
- B. The County reserves the right to immediately terminate the contract if CCSCC or its employees, sub-contractors, agents, representatives and/or members of its Board of Directors, and volunteers violate any provision of the SO/DOC’s Zero-Tolerance Policy.

**XXX. Wage Theft Prevention**

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.

**XXXI. 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.


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Except as set forth herein, all other terms and conditions of the 2011 Agreement shall remain in full force and effect; provided however, in the event of any conflict between the terms of the 2011 Agreement, the First Amendment, the Second Amendment, and the Third Amendment, the terms of the Third Amendment shall control.

**COUNTY:**

**CIC:**


\_\_\_\_\_  
Dave Cortese, President  
Board of Supervisors

  
\_\_\_\_\_  
David Robinson, Executive Director  
Correctional Institutions Chaplaincy

**ATTEST:**

\_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Donald Larkin  
Deputy County Counsel

Attachment: Correctional Institutions Chaplaincy - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

## ATTACHMENT I-A

### Scope of Service

Correctional Institutions Chaplaincy (CIC) shall provide religious services and activities for incarcerated adult inmates in the Santa Clara County jail facilities throughout the term of this Agreement, and serve as a resource for inmates in addressing concerns and grievances.

1. CIC shall coordinate religious services and activities in multiple faiths and languages to ensure that all non-Catholic inmates have sufficient opportunities to participate in the religious services and activities of their choice.
2. CIC shall provide inmates with the opportunity to discuss concerns and grievances on a one-on-one basis with staff and/or volunteers immediately following the conclusion of religious services and activities, when requested by inmates, or within housing units. At its discretion, CIC may choose to work with appropriate SO/DOC officials or use any other method, including but not limited to working with non-SO/DOC personnel or organizations, to assist inmates in resolving their concerns and grievances..
3. CIC shall coordinate clergy visits for all non-Catholic inmates. If any inmate requests a visit from a spiritual leader, the Facility Chaplain will contact the spiritual leader to ascertain the legitimacy and relationship between the spiritual leader and the inmate, and inform the spiritual leader of the clergy visitation process. The spiritual leader must provide documentation of his/her role in his/her faith-community and valid identification to visit the inmate. Spiritual leaders are not permitted to use this format to visit relatives. If Facility Chaplains have questions about the legitimacy of a spiritual leader, he/she will discuss the concerns with the Custody Bureau Command Staff.
4. CIC shall prepare, plan, and conduct all non-Catholic faith religious services, worship services, studies, and concerts, including a comprehensive religious program in the Medical and Mental Health Units.
5. CIC will maintain and distribute scripture, literature, devotionals, study books, and other materials in a variety of languages. Prior to distributing any materials to an inmate, CIC will present the material to Custody for clearance.
6. CIC will review each inmate request for a special religious diet or other accommodations that are based on the inmate's specified religious affiliation, verify the legitimacy of the request, and notify the designated County staff accordingly. CIC will respond to all inmate requests within one week of receiving a request.
7. CIC will provide a full-time professional chaplain (Facility Chaplain) at the jail facilities. Facility Chaplains will be on call 24 hours a day, seven days a week via telephone and/or pager to respond to emergencies or crisis in the jail facilities. CIC Facility Chaplains will respond immediately, and will be present within an hour when needed.

8. CIC will recruit qualified clergy and volunteers, coordinate security clearances, train, supervise, and schedule clergy and volunteers. Each Facility Chaplain will schedule and supervise volunteers assigned to his/her facility.
9. CIC will coordinate with inmates participating in correspondence Bible Studies.
10. CIC will counsel, interview, and advise inmates on moral, spiritual, domestic, and personal situations based on the inmate's stated religion.
11. CIC will notify inmates when there has been a death in the family. CIC will verify the information prior to meeting with the inmate. CIC will be available for grief counseling for inmates.
12. Facility Chaplains will coordinate with mental-health staff and custody to counsel inmates after traumatic events (i.e., suicide) and provide a comprehensive religious response.
13. CIC will provide inmates with reentry church referral services to the religious organizations in the community which are consistent with the inmate's stated religion.
14. CIC will act as liaison between the detention facilities and community religious and social organizations concerning the work and purpose of the facilities.
15. CIC will confer with inmate families, custodial staff, and other agencies regarding religious services.
16. CIC shall coordinate with the Programs Division to develop a schedule for religious services and activities for individual housing units. The Support Services Commander or designee shall review and approve the schedule
17. CIC will provide monthly statistical reporting as shown in Attachments II and III-A, or as otherwise agreed by the County.
18. CIC will provide materials, documentation, information, or testimony as needed by the County in connection with any proceeding, investigation, or inquiry relating to the religious services and activities provided under this Agreement.
19. CIC will provide mechanism to address and resolve grievances or complaints by inmates regarding the religious services provided or any denial of religious services, and report on and discuss those grievances and complaints with the Custody Bureau staff.
20. CIC must understand and be familiar with RLUIPA and other federal, state, and local laws regarding religious accommodation and provision of religious services to inmates, and agree to meet or exceed all of the legal mandates stated therein.

**ATTACHMENT III-A**  
 Statistical Reporting Category  
 Number of Inmates Participating in Services  
 Correctional Institutions Chaplaincy  
 Fiscal Year 2016 - 2017

	JANUARY 2016			FEBRUARY 2016			MARCH 2016			APRIL 2016			MAY 2016			JUNE 2016		
	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women
Protestant																		
Muslim																		
Jewish																		
Buddhist																		
Hindu																		
Sikh																		
Jehovah's Witness																		
LDS Mormon																		
Native Americans (various tribes)																		
Other Religions																		
1																		
2																		
# of Inmates Contacted After Services																		
# Inmates Contacted in Housing Units																		
# Inmate Complaints Received																		

	JULY 2016			AUGUST 2016			SEPTEMBER 2016			OCTOBER 2016			NOVEMBER 2016			DECEMBER 2016		
	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women	MJ	ELM Men	ELM Women
Protestant																		
Muslim																		
Jewish																		
Buddhist																		
Hindu																		
Sikh																		
Jehovah's Witness																		
LDS Mormon																		
Native Americans (various tribes)																		
Other Religions																		
1																		
2																		
# of Inmates Contacted After Services																		
# Inmates Contacted in Housing Units																		
# Inmate Complaints Received																		



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA COUNTY AND  
CORRECTIONAL INSTITUTIONS CHAPLAINCY, INC.**

This is the second amendment to the 2011 Agreement by and between the County of Santa Clara (County) and Correctional Institutions Chaplaincy, Inc. (CIC) for the provision of chaplaincy services at the Department of Correction jail facilities.

Now therefore, it is agreed:

- 1. **Section III, Compensation**, shall be amended as follows:

The County agrees to pay CIC an amount not to exceed \$70,000 for Fiscal Year 2011; \$140,000 in each of Fiscal Year 2012, 2013, 2014 and 2015; and \$70,000 for Fiscal Year 2016. The total amount of the Agreement shall not exceed \$700,000. CIC will invoice the County \$11,666.66 each month. County will pay for mandated and non-mandated services provided, as identified in Attachment II. CIC will submit each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole responsibility of CIC.

CIC, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in Attachment II. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (Attachment IV) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

- 2. **Section V, Term of Agreement**, shall be amended as follows:

The Agreement shall be effective January 1, 2011 through December 31, 2015, unless terminated sooner as provided in Section VI of this Agreement.

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Attachment: Correctional Institutions Chaplaincy - Third Amendment (79176 : Chaplaincy Services - Department of Correction)


75183

Except as set forth herein, all other terms and conditions of the 2011 Agreement shall remain in full force and effect; provided however, in the event of any conflict between the terms of the 2011 Agreement and the Second Amendment, the terms of the Second Amendment shall control.

COUNTY:

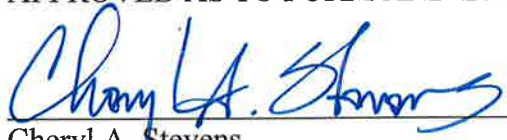
  
\_\_\_\_\_  
Dave Cortese, President  
Board of Supervisors

CIC:

  
\_\_\_\_\_  
David Robinson, Executive Director  
Correctional Institutions Chaplaincy

  
\_\_\_\_\_  
Lynn Regadanz  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Cheryl A. Stevens  
Deputy County Counsel

Attachment: Correctional Institutions Chaplaincy - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SANTA CLARA AND  
CORRECTIONAL INSTITUTIONS CHAPLAINCY, INC.**

This is the first amendment to the 2011 Agreement by and between the County of Santa Clara (County) and Correctional Institutions Chaplaincy, Inc. (CIC) for the provision of chaplaincy services at the Department of Correction jail facilities.

Now therefore, it is agreed:

**1. Section III, Compensation, shall be amended as follows:**

The County agrees to pay CIC an amount not to exceed \$70,000 for Fiscal Year 2011 and \$140,000 in each of Fiscal Year 2012, 2013, 2014, and 2015. The total amount of the Agreement shall not exceed \$630,000. CIC will invoice the County \$11,666.66 each month. County will pay for mandated and non-mandated services provided, as identified in Attachment II. CIC will submit each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole responsibility of CIC.

CIC, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in Attachment II. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (Attachment IV) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

**2. Section V, Term of Agreement, shall be amended as follows:**

The Agreement shall be effective January 1, 2011 through June 30, 2015 unless terminated sooner as provided in Section VI of this Agreement.

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Approved: 08/10/11 : naxo1ddv  
Attachment: Correctional Institutions Chaplaincy - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

Except as set forth herein, all other terms and conditions of the 2011 Agreement shall remain in full force and effect; provided however, in the event of any conflict between the terms of the 2011 Agreement and the First Amendment, the terms of the First Amendment shall control.

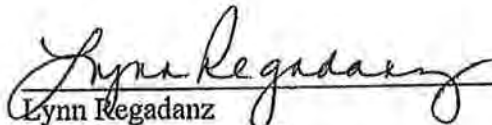
COUNTY:

  
Mike Wasserman, President JUN 10 2014  
Board of Supervisors


CIC:

  
David Robinson, Executive Director  
Correctional Institutions Chaplaincy

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.  
Attest:

  
Lynn Regadanz JUN 10 2014  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

  
Cheryl A. Stevens  
Deputy County Counsel

Attachment: Correctional Institutions Chaplaincy - Third Amendment (79176 : Chaplaincy Services - Department of Correction)

## AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND CORRECTIONAL INSTITUTIONS CHAPLAINCY, INC.

This is an Agreement between the County of Santa Clara, (County) and Correctional Institutions Chaplaincy, Inc. (CIC) for the provision of chaplaincy services. The parties agree as follows:

### I. Scope of Services

CIC will coordinate and provide services for multiple faiths, with the exception of Catholic services, for inmates at the Santa Clara County jail facilities as described in Attachment I.

### II. Contractor Evaluation

CIC will be evaluated based on the following:

- A. CIC shall record and maintain all performance measurements and goals as identified in Attachment II.
- B. CIC shall provide the County with statistical data regarding number of inmates participating in multiple faith services during the month invoiced and a cumulative total of all religious services provided.
- C. A monthly record shall be maintained by CIC describing the services provided, by whom, where and when. This shall be maintained at the central office of CIC and available for inspection by designated County personnel when requested.
- D. Documentation pertaining to inmate requests shall be maintained at CIC's office for at least five years and will be available for inspection by County upon request.
- E. CIC will keep the white copy of each inmate request form submitted to CIC relating to the religious services program. CIC will maintain and submit all inmate request forms to the DOC on a quarterly basis.
- F. Grievances will be responded to within seven days and turned into the facility Watch Commander where the grievance originated.

### III. Compensation

The County agrees to pay CIC an amount not to exceed \$70,000 for Fiscal Year 2011, \$140,000 for Fiscal Years 2012 and 2013 and \$140,000 for FY 2014. The total amount of the agreement shall not exceed \$490,000. CIC will invoice the County \$11,666.66 each month. County will pay for mandated and non-mandated services provided, as identified in the Attachment II. CIC will submit with each invoice, the Performance Goals and Measurement Report, and the Statistical Reporting Categories as identified in Attachment II and Attachment III to the Financial Services Division. Submittal of monthly services allocation in Attachment II, identifying mandated and non-mandated services is the sole

responsibility of CIC.

CIC, on a quarterly basis, will provide a letter directed to the Custody Bureau Support Services Commander stating the progress of the goals identified in **Attachment II**. If performance goals are not met for any quarter during the term of this Agreement, a Corrective Action Plan (**Attachment IV**) will be prepared and submitted to the Custody Bureau Support Services Commander. The quarterly report will also outline any issues or concerns that arise in the quarter.

**IV. Deliverables**

CIC is to submit proof of insurance documents (in accordance with Section XX); monthly Performance Measure Reports attached to the invoice; and updated Service/Class Schedules as of January 1, 2011, July 1, 2011, January 1, 2012, July 1, 2012, January 1, 2013, July 1, 2013, January 1, 2014 and June 30, 2014.

**V. Term of Agreement**

The Agreement shall be effective January 1, 2011 through June 30, 2014. The County has the option to extend the Agreement for an additional two years if both parties agree, and upon approval of the County Board of Supervisors, unless terminated sooner as provided in Section VI of this Agreement.

**VI. Termination**

**A. Termination Without Cause**

Either party may terminate this Agreement without cause upon thirty days prior written notice to the other party by certified mail. This notice shall state the effective date of the termination.

**B. Immediate Termination for Security/Safety**

County may terminate this Agreement without cause for reasons of safety and/or security. Should safety/security reasons no longer apply, services shall resume upon written agreement of both parties.

**C. Immediate Termination for Cessation of Funding**

In the event that funding for this Agreement ceases, this Agreement may be terminated immediately by County without cause and without notice.

**D. Termination for Cause**

County may terminate this Agreement upon notice to CIC and opportunity to cure in the event of a material breach of contract by CIC.

**E. Obligation Upon Termination**

In the event of termination, CIC shall deliver to County copies of all reports and other work performed by CIC under this Agreement and upon receipt thereof, CIC shall be paid for services performed and reimbursable

expenses incurred to the date of termination.

**VII. Right to Monitor**

County shall have the right to monitor all work performed, all records, and procedures to assure that the project is achieving its purpose, and that all applicable state and federal regulations are met, and that adequate internal fiscal controls are maintained. CIC shall cooperate fully with the County by providing upon request information concerning the entire program.

**VIII. Security Clearance**

All CIC employees, agents, and representatives wishing to enter any County correction facility must receive a security clearance prior to entrance. CIC should allow at least three weeks for completion of the security clearance process. Requests for security clearances shall be coordinated through the Custody Bureau Support Services Commander or other person designated by the County. The County reserves the right to refuse entrance to anyone not in possession of a security clearance badge and to confiscate any security clearance badge issued at its discretion.

**IX. Employment Conditions and Rules**

All personnel working for CIC under this Agreement shall abide by the County's rules, regulations, policies and procedures.

**X. Declaration of Contractor**

Completed Declaration is on file with the County's Authorized Representative.

**XI. Type I Contract Provisions**

This is a Type I Agreement, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, CIC shall comply with all of the following:

- A. CIC shall, during the term of this Agreement, comply with all applicable federal, state and local rules, regulations, and laws.
- B. CIC shall maintain financial records adequate to show that County funds paid under the Agreement were used for purposes consistent with the terms of the Agreement. These records shall be maintained during the term of this Agreement and for a period of 3 years from the termination of this Agreement or until all claims, if any, have been resolved, or if otherwise required under other provisions of this Agreement, whichever is longer.

The failure of CIC to comply with this section or any portion thereof constitutes material breach of contract and may, at the option of County, constitute grounds for termination of this Agreement.

**XII. Right to Conduct Business**

CIC shall obtain all necessary certificates, licenses and permits required by city, county, state, and federal law in order to perform the services described in this Agreement. Copies of all such documents shall be presented to the County of Santa Clara upon demand.

**XIII. Prohibition of Sexual Contact**

CIC shall prohibit sexual contact between the inmates of the Santa Clara County Jail facilities and employees of CIC, its agents, representatives and members of its Board of Directors, and any volunteers it recruits during the term of this Agreement.

**XIV. Indemnification**

CIC agrees to indemnify, defend and hold harmless the 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 CIC and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the 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. CIC shall reimburse the County for all costs, attorney's 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.

**XV. Prohibition of Financial Relationship**

CIC shall prohibit any financial relationship between inmates and CIC's employees, agents, representatives, members of its Board of Directors, or volunteer during the term of this Agreement.

**XVI. Assignment of Agreement**

CIC shall not assign this Agreement, either in whole or in part thereof, without the prior written consent of the County. Any assignment without consent shall be null and void. This provision shall not prohibit CIC from entering into separate agreements with independent providers for limited individual services, as long as such agreements shall not have the effect of accomplishing an assignment otherwise prohibited in this Agreement. Any assignment for which the County has given written consent shall be subject to all of the terms and conditions of this Agreement.

**XVII. Conflict of Interest/Nepotism**

CIC shall comply with all conflict of interest and nepotism laws, statutes, and regulations applicable to non-profit corporations or similar organizations. CIC shall not maintain any member of its Board of Directors as a paid employee,



agent subcontractor or consultant. CIC shall not obtain insurance policies from any member of its Board of Directors. By prohibiting specific relationships, it is not the intent of the parties to authorize other relationships, which are in violation of laws, statutes or regulations.

**XVIII. Independent Contractor Status**

This is an agreement by and between independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and CIC. No party associated with or employed by CIC shall have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, unemployment benefits or employee benefits of any kind.

**XIX. Access and Retention of Records**

CIC must maintain financial records adequate to show that County funds paid under a contract were used for purposes consistent with the terms of the contract. Records must be maintained by CIC during the term of the contract and for a period of three years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under the contract.

**XX. Insurance Requirements**

Insurance requirements are attached as Attachment V. CIC's insurance shall be effective on the start date of this Agreement and shall continue throughout the entire terms of this Agreement. CIC shall provide proof of insurance.

**XXI. Notices**

All notices prescribed by this Agreement shall be in writing and shall be deemed effective upon their deposit in the U.S. mail, postage prepaid with return receipt requested and addressed:

For County

Department of Correction  
Custody Bureau  
Support Services Commander  
180 W. Hedding Street  
San Jose, CA 95110

For Contractor

Correctional Institutions Chaplaincy, Inc.  
David Robinson  
P.O. Box 360068  
Milpitas, CA 95036-5853

For Payment

Department of Correction  
Financial Services Division  
180 W. Hedding Street  
San Jose, CA 95110

**XXII. Beverage Nutritional Criteria**

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

**XXIII. Budget Contingency**

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

**XXIV. Compliance with Laws**

CIC must during the term of this Agreement, be fully familiar with and comply with all applicable federal, state, and local rules, regulations, and laws including, but not limited to, the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. 2000cc-1 (RLUIPA) and other laws and regulations regarding the provision of religious services to inmates and religious activities in the jails and in the County.

**XXV. Confidentiality**

CIC agrees to comply with and to require its employees, agents, and partners to comply with all applicable state, or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of person served under this Agreement, their records, or services provided them and assures that:

- A. All applications and records concerning any individual made or kept by CIC in connection with the administration of, or relating to services provided under, this Agreement will be confidential and will not be open to examination for any purpose not directly connected with the administration of such service or safety and security of the facilities or the public.
- B. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services except as may be required in the administration of such service. CIC agrees to inform all employees, agents and partners of the above provisions and to further inform them that any person knowingly and intentionally disclosing such information other

than as authorized by law may be guilty of a misdemeanor.

- C. In the event that CIC receives a subpoena, court order, or other legal document requiring release of information, or is informed that such a document is being requested, CIC shall immediately give notice to the County in order to permit the County to seek a Protective Order of other similar order in County's discretion.

## XXVI. No-Smoking Policy

CIC and its employees, agents and subcontractors, will 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.

## XXVII. Miscellaneous Provisions

### A. Accountability

CIC will be required to submit status reports covering such items as work in process, milestones attained, milestones missed, milestones to be completed, resources expended, problems encountered and corrective action taken.

### B. Amendments

Only an instrument signed by the parties may amend this Agreement or the Attachments.

### C. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Proper venue for legal action regarding this Agreement must be in the County of Santa Clara.

### D. Equal Opportunity/Non-Discrimination in Contracting

The County is an equal opportunity employer. CIC must comply with all applicable federal, state and local laws and regulations including the County's equal opportunity requirements. Such laws include, but are not limited to, the following: title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; 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, 1102 and 1102.1.

CIC 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 CIC 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.

E. 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.

F. Severability

If any provision of the Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken so as not to affect the validity or enforceability of this Agreement.

**XXVIII.**

**Totality of Agreement**

This instrument, including those that are set forth in Attachments I, II, III, and IV, constitutes this entire Agreement between the County and CIC relative to the subject matter contained in this Agreement. The County and CIC expressly agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the subject of this Agreement shall be of no force or effect.

County Date: 01/13/2011

Contractor Date: 1/14

By: John Hirokawa  
John Hirokawa,  
Chief of Correction

By: David Robinson  
David Robinson,  
Executive Director CIC

**APPROVED AS TO FORM AND LEGALITY**

Theresa Fuentes  
Theresa Fuentes  
Deputy County Counsel

Gary A. Graves  
County Executive's Office  
GARY A. GRAVES  
CHIEF OPERATING OFFICER

**ATTACHMENT I**  
**SCOPE OF SERVICE**

Correctional Institutions Chaplaincy (CIC) will coordinate religious services and activities for multiple faiths, with the exception of Roman Catholic services, throughout the term of this Agreement.

1. CIC will coordinate the services and activities for multiple faiths and provide staff or volunteers to ensure that all multiple faiths and languages are available to meet the needs of the inmate population in a manner that allows all inmates sufficient opportunities to participate in the religious services and activities of their choice.
2. CIC will coordinate clergy visits for all multiple faiths. If any inmate requests a visit from a spiritual leader, the Facility Chaplain will contact the spiritual leader to ascertain the legitimacy and relationship between the spiritual leader and the inmate, and inform the spiritual leader of the clergy visitation process. The spiritual leader must provide documentation of his/her role in his/her faith-community and valid identification to visit the inmate. Spiritual leaders are not permitted to use this format to visit relatives. If Facility Chaplains have questions about the legitimacy of a spiritual leader, he/she will discuss the concerns with the Custody Bureau Command Staff.
3. CIC will prepare, plan and conduct multiple faith religious services, worship services, studies and concerts for a variety of religions and beliefs.
4. CIC will maintain and distribute scripture, literature, devotionals, study books and other materials in a variety of languages. Prior to distributing any materials to an inmate, CIC will present the material to Custody for clearance.
5. CIC will review each inmate request for a special religious diet or other accommodations that is based on the inmate's specified religious affiliation, verify the legitimacy of the request and to notify the designated County staff accordingly. CIC will respond to all inmate requests within one week of receiving request.
6. CIC will provide a full-time professional chaplain (Facility Chaplain) at the jail facilities. Facility Chaplains will be on call 24 hours a day, seven days a week via telephone and/or pager to respond to emergencies or crisis in the jail facilities. CIC Facility Chaplains will respond immediately, and will be present within an hour, when needed.
7. CIC will recruit qualified clergy and volunteers, coordinate security clearances, train, supervise, and schedule clergy and volunteers. Each Facility Chaplain will schedule and supervise volunteers assigned to his/her facility.
8. CIC will coordinate with inmates participating in correspondence Bible Studies.

9. CIC will counsel, interview, and advise inmates on moral, spiritual, domestic, and personal situations based on the inmate's stated religion.
10. CIC will notify inmates when there has been a death in the family. CIC will verify the information prior to meeting with the inmate. CIC will be available for grief counseling for inmates.
11. Facility Chaplains will coordinate with mental-health staff and custody to counsel inmates after traumatic events (i.e., suicide).
12. CIC will provide inmates with re-entry church referral services to the religious organizations in the community which are consistent with the inmate's stated religion.
13. CIC will act as a liaison between the detention facilities and community religious and social organizations concerning the work and purpose of the facilities.
14. CIC will confer with inmate families, custodial staff, and other agencies regarding religious services.
15. All scheduling of religious services and activities for multiple faiths will be developed by CIC and approved by the Custody Bureau Support Services Commander or designee. Scheduling to the different units will be coordinated through the Programs Division.
16. CIC will provide monthly statistical reporting at a minimum as shown in Exhibit I, or as otherwise agreed by the County.
17. CIC will provide materials, documentation, information or testimony as needed by the County in connection with any proceeding, investigation or inquiry relating to the religious services and activities provided under this Agreement.
18. CIC will provide mechanism to address and resolve grievances or complaints by inmates regarding the religious services provided or any denial of religious services, and report on and discuss those grievances and complaints with the Custody Bureau staff.
19. CIC must understand and be familiar with RLUIPA and other federal, state and local laws regarding religious accommodation and provision of religious services to inmates, and agree to meet or exceed all of the legal mandates stated therein.

<b>ATTACHMENT I</b>				
<b>Correctional Institutions Chaplaincy</b>				
<b>Budget for Fiscal Years 2011, 2012, 2013 and 2014</b>				
	<b>FY2011</b>	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>
<b>INCOME</b>				
<b>Gifts and Contributions</b>				
Churches	36,000	72,000	75,000	76,000
Individuals	34,500	69,000	71,000	72,000
<b>Total Gifts and Contributions</b>	<b>70,500</b>	<b>141,000</b>	<b>146,000</b>	<b>148,000</b>
<b>Government Grants &amp; Contracts</b>				
DOC Contract	70,000	140,000	140,000	140,000
<b>TOTAL INCOME</b>	<b>140,500</b>	<b>281,000</b>	<b>286,000</b>	<b>288,000</b>
<b>EXPENSES</b>				
<b>Personnel</b>				
Payroll	106,200	212,400	216,200	217,000
Fringe Benefits	14,000	28,000	28,300	28,300
<b>Total Personnel</b>	<b>120,200</b>	<b>240,400</b>	<b>244,500</b>	<b>245,300</b>
<b>Non-Personnel</b>				
Communications (Telephone, Pagers, Web Access)	500	1,000	1,000	1,000
Staff Training	1,250	2,600	2,600	2,600
Liability Insurance	750	1,500	1,800	2,200
Printing	1,500	3,000	3,200	3,200
Books	1,500	3,000	3,300	3,300
Office Supplies	750	1,500	1,600	1,600
Volunteer Training	1,500	3,000	3,000	3,000
<b>Total Non-Personnel</b>	<b>7,750</b>	<b>15,600</b>	<b>16,500</b>	<b>16,900</b>
<b>Subtotal Expenses</b>	<b>127,950</b>	<b>256,000</b>	<b>261,000</b>	<b>262,200</b>
<b>Indirect Costs</b>	<b>12,500</b>	<b>25,000</b>	<b>25,000</b>	<b>25,800</b>
<b>Total Expenses</b>	<b>140,450</b>	<b>281,000</b>	<b>286,000</b>	<b>288,000</b>

Performance Goals and Reporting Requirements for Fiscal Year 2011		ATTACHMENT II Correctional Institutions Chaplaincy												
		July		August		September		October		November		December		1st Half Total
		MJ	Elim	MJ	Elim	MJ	Elim	MJ	Elim	MJ	Elim	MJ	Elim	
<b>First Half Total</b>														
15	Mandated Services for Multiple Faiths:													
	A. Christian Religious Services Held (English)													
	B. Christian Religious Services Held (Spanish)													
	C. Christian Religious Services Held (Vietnamese)													
	D. Other Religious Services and Contacts Held													
	E. Number of Pastors Contacted for Clergy Visits													
	F. Number of Inmates Receiving Individual Religious Counseling													
	G. Number of Religious Meal Requests and Evaluations													
2	Non-Mandated Services for Multiple Faiths:													
	H. Number of Referrals to Community Based Organizations													
	I. Number of Inmate Request Forms Received													
	J. Number of Inmate Request Forms Answered													
	K. Number of Inmates Participating in Services (Approximate)													
	L. Death Notification and Counseling													
	M. Suicide Counseling													
	N. Other Services - (List all other services below)													
	1)													
	2)													
	3)													
	4)													
<b>Second Half Total</b>														
15	Mandated Services:													
	A. Christian Religious Services Held (English)													
	B. Christian Religious Services Held (Spanish)													
	C. Christian Religious Services Held (Vietnamese)													
	D. Other Religious Services and Contacts Held													
	E. Number of Pastors Contacted for Clergy Visits													
	F. Number of Inmates Receiving Individual Religious Counseling													
	G. Number of Religious Meal Requests and Evaluations													
2	Non-Mandated Services:													
	H. Number of Referrals to Community Based Organizations													
	I. Number of Inmate Request Forms Received													
	J. Number of Inmate Request Forms Answered													
	K. Number of Inmates Participating in Services (Approximate)													
	L. Death Notification and Counseling													
	M. Suicide Counseling													
	N. Other Services - (List all other services below)													
	1)													
	2)													
	3)													
	4)													
	Actual Number of Religious Services Held in FY2011													
	Anticipated Number of Religious Services Held in FY2011	170												
	Difference													
	Number of Inmates Participating in Religious Services (Approximate)													



**ATTACHMENT III**

Statistical Reporting Category

Number of Inmates Participating in Religious Services for Multiple Faiths

Correctional Institutions Chaplaincy

Fiscal Year 2011

First Half	July			August			September			October			November			December			1st Half Total
	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	
	Protestant																		
Muslim																			
Jewish																			
Buddhist																			
Hindu																			
Sikh																			
Jehovah's Witness																			
LDS Mormon																			
Native Americans (various tribes)																			
Other Religions																			
1																			
2																			
Second Half Total	January			February			March			April			May			June			2nd Half Total
	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	MJ	Elm Mens	Elm Women	
	Protestant																		
Muslim																			
Jewish																			
Buddhist																			
Hindu																			
Sikh																			
Jehovah's Witness																			
LDS Mormon																			
Native Americans (various tribes)																			
Other Religions																			
1																			
2																			

**ATTACHMENT IV**

**CORRECTIVE ACTION PLAN**

Instructions: A Corrective Action Plan is needed if CIC has not met the performance goals stated in the contract. This report is to be completed and mutually agreed upon by both the program monitor and CIC.

List the performance categories in which CIC has not met the performance goals stated in the contract.	
Provide a detailed description of activities (developed with CIC) that will assist contractor in meeting performance goals.	
Provide a time frame in which corrective action will be implemented.	

I hereby certify that this Corrective Action Plan was developed in collaboration with CIC and has been mutually agreed upon by both parties.

\_\_\_\_\_  
Program Monitor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CIC

\_\_\_\_\_  
Date



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

Date of Submission: 09-16-15  
 Submit document via email to: [PreApproval.PS@prc.sccgov.org](mailto:PreApproval.PS@prc.sccgov.org)

<b>SECTION I</b>			
Service Agreement Number:	4300007205		
Contractor/Consultant:	Correctional Institutions Chaplaincy		
Current Contract Start Date:	01/01/2011	Current Contract End Date:	12/31/2015
Total Value of the Service Agreement:	\$ 700,000.00		
Description of Service:	Provide religious services to inmates incarcerated in Santa Clara County jail facilities.		
User Agency/Department(s):	Department of Correction		
Requesting Agency/Department (s) Contact:	Name:	Liza Capulong	
	Phone:	(408) 808-3615	
	Email:	Liza.Capulong@sheriff.sccgov.org	

<b>SECTION II</b>	
Recommended # of Months Extension:	12 months
Recommended End Date:	12/31/2016
Recommended Additional Amount:	\$ 215,000.00 (ESTIMATE ONLY)
Recommended Total Value of the Service Agreement:	\$ 915,000.00 (ESTIMATE ONLY)

<b>SECTION III</b>	
Mark appropriate box for Contract's Signature Authority	
<input checked="" type="checkbox"/>	Board of Supervisors (approval needed from OCCM)
<input type="checkbox"/>	Delegated to Department Head or designee (approval needed from OCCM)
<input type="checkbox"/>	Director of Procurement (approval needed from Procurement)

Attachment: Correctional Institutions Chaplaincy - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**SECTION IV**

Pursuant to Board Policy 5.4.5.4, EXCEPTIONS to the maximum 5 year term limit for Professional Services are listed below. Select the appropriate exception(s).

- (1) When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant).
- (2) When the County "piggybacks" on another jurisdiction's contract that is more than five years or that is subsequently extended for more than the initial five-year term.
- (3) When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below.
- (7) Contracts for project-specific professional services where the length of the project is expected to exceed five years.
- (8) Revenue contracts.
- (9) Contracts with other governmental agencies.
- (10) When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. [Specific rationale must be provided in Section V, below.]

**SECTION IV continued**

Provide BRIEF but CONCISE details to validate the EXCEPTION(S) selected above.

On September 15, 2015, the Board approved a referral to immediately enact various initiatives as a result of the August 27, 2015 death of inmate Michael Tyree. One of these initiatives is to increase clergy support, presence and access at the jail facilities, and to provide additional opportunities for inmates to disclose information that impact the safety of the environment.

Canceling the competitive bid for religious services that is currently in progress and extending the current contract would allow the DOC to immediately increase clergy support, presence and access; provide inmates, inmate families, and staff with continued support from clergy staff that they are familiar with and trust; and ensure the presence of clergy staff who are familiar with the intricacies of the current jail conditions and difficulties.

**PLEASE NOTE:**

The recommended additional amount and recommended total value of the service agreement noted in Section II are estimates only. The actual contract amount will be determined once contract negotiation has been completed.

Attachment: Correctional Institutions Chaplaincy - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**SECTION V**

If relying upon Exception (10), the OCCM or the Director of Procurement, as applicable, has discretion to approve a contract term for more than five years. Provide a narrative explanation below:

**A. BACKGROUND (Describe the service)**

The vendor coordinates and provides faith based services and activities for inmates incarcerated at County jail facilities.

Inmates have a constitutional right to have access to religious services. The California Code of Regulations, Title 15 requires the DOC to provide opportunities for inmates to participate in religious services, practices and counseling on a voluntary basis.

Additionally, the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. § 2000cc-1, et seq. and other state, federal and local laws and regulations govern the provision of religious services and religious activities conducted for the benefit of inmates in the County jails.

**B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)**

The Department of Correction (DOC) has contracted with external providers for more than 40 years to provide religious services for inmates housed in Santa Clara County jails.

In April 2006, the DOC conducted a competitive vendor selection process in accordance with the County's procurement policies to identify a religious service provider for FY 2007. Correctional Institutions Chaplaincy, Inc. (CIC) was awarded the contract for the period of 07/01/06 to 06/30/09.

On 06/24/09 the BOS delegated authority to the Chief of Correction to extend the Agreement with CIC to 09/30/09.

On 09/15/09 the BOS delegated authority to the Chief of Correction to extend the Agreement with CIC to 12/31/09.

On 12/01/09 the BOS delegated authority to the Chief of Correction to extend the Agreement with CIC to 03/31/10.

On 03/02/10 the BOS delegated authority to the Chief of Correction to extend the Agreement with CIC to 06/30/10.

On 05/05/10 DOC commenced a formal RFP process seeking proposals for religious services. On 09/28/10 BOS delegated authority to the Chief of Correction to extend the Agreement with CIC to 12/31/10.

On 12/14/10 the BOS delegated authority to the Chief of Correction to execute an Agreement with CIC to coordinate and provide faith based services for multiple faiths, with the exception of the Catholic faith, from 01/01/11 to 06/30/14.

On 06/10/14 the BOS approved a First Amendment to extend the Agreement with CIC to 06/30/15.

On 03/24/15 the BOS approved a Second Amendment to extend the Agreement with CIC to 12/31/15.



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**C. REASONS FOR CONTRACT TERM EXTENSION**

The current contract with the vendor will expire on December 31, 2015. A competitive bid could potentially result in a new vendor that may not be familiar with the intricacies of the current jail conditions and difficulties.

A one-year extension would provide inmates, inmate families, and staff with much-needed continuity of services and additional support without having to potentially adjust to a new group of clergy staff at a time when sentiments regarding the in-custody death of an inmate is at its highest.

**D. RECOMMENDATION PLAN TO CURE ISSUE(S) (If applicable)**

**SECTION VI**

Printed Name of Requestor:	Liza Capulong		
Printed Name of Requestor's Manager or Director:	Martha Wapenski		
Requestor's Manager or Director Signature:	Martha Wapenski	<small>Digitally signed by Martha Wapenski DN: cn=Martha Wapenski, o=Sheriff's Office, ou=Administration, email=martha.wapenski@sheriff.ocgov.org, c=US Date: 2015.09.16 10:25:23 -0700</small>	Date: 09/16/2015



**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM  
(For Professional Services)**

**SECTION VII**

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

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

**SECTION VIII**

<b>County Executive - OCCM</b>		<b>Procurement</b>	
James R. Williams, Deputy County Executive (or Designee)		Jenti Vandertuig, Director of Procurement (or Designee)	
Date:	 9/17/15	Date:	

dp

Attachment: Correctional Institutions Chaplaincy - OCCM Approval (79176 : Chaplaincy Services - Department of Correction)