



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

Req. # 40031081

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	W. Haywood Burns Institute		
Purchase Order Number:	4400008151		
Agency/Department Name:	Office of the County Executive	Department Number:	0107
Brief Description of Services	Facilitate a community engagement process for input related to approaches for treatment of the incarcerated and mentally ill population in our community, and whether a facility is needed and if so, what type of facility.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	76,209
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Term of Agreement

Start Date: 7/1/2021	End Date: 12/31/2021
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	0263	5530200	2516	\$76,209	263-CP16003-1-20-230-65	
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



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SECTION II: PARTIES TO AGREEMENT

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

CONTRACTOR

Contractor Name: (As Displayed in SAP)	W. Haywood Burns Institute				
Contact Person:	Tshaka Barrows				
Street Address*:	475 14th Street #800				
City*:	Oakland	State:	CA	Zip:	94612
Telephone Number*:	415-321-4100				
Email Address*:	tbarrows@burnsinstitute.org				
SCC Vendor Number: (As Assigned in SAP)	1030335				

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Office of the County Executive - Jail Reforms Division				
Program Manager/Contract Monitor Name:	Veronica Marchello				
Street Address:	70 W. Hedding Street, East Wing, 11th Floor				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	408-299-6008				
Fiscal Contact: (Accounts Payable Contact)	Yuman Sun				
Contract Preparer:	Jennifer Roth				



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SECTION III: CONTRACT AUTHORIZATION

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

SIGNATURES

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

County Agency/Department Manager:	DocuSigned by: <i>Martha Wapenski</i> 8F75C00F4EBF464...	Date:	7/8/2021
County Agency/Department Fiscal Officer:	DocuSigned by: <i>Tony Filice</i> 618FF65583F6473...	Date:	7/8/2021
County Counsel Approval as to Form and Legality	DocuSigned by: <i>Lesley Pak</i> F3D1422DF937476...	Date:	7/7/2021
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by: <i>Samantha Mellerson</i> 75392F2693CD46E...	Date:	7/8/2021
County Authorized Representative:	DocuSigned by: <i>Marlon Paulo</i> B6C2456275434D4... Marlon Paulo, Deputy Director of Procurement	Date:	7/12/2021
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

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

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

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
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Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
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Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
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Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
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Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No
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Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
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Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
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Bus. License #:		Issued by:	
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Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
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Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No
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If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
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If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>
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Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:		Dept. Fiscal Officer's Signature:	
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SECTION V: CONTRACT SPECIFICS

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

[Empty space for service description and expected outcome]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	incorporated by this reference.
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B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

[Empty space for deliverables, milestones & timeline for performance]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

[Empty space for performance standards]

Or See Attachment: A Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes
No

[Empty space for payment schedule details]

Or See Attachment: A Incorporated by this reference.



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SECTION VI: STANDARD PROVISIONS

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

A. ENTIRE AGREEMENT

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

B. AMENDMENTS

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

C. CONFLICTS OF INTEREST

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

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

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

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

E. ASSIGNMENT

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

G. WAIVER

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

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor**: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

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

-OR-



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

J. BUDGET CONTINGENCY

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



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K. COUNTY NO-SMOKING POLICY

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

L. FOOD AND BEVERAGES STANDARDS

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

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

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

M. CONTRACTING PRINCIPLES

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

N. CALIFORNIA PUBLIC RECORDS ACT

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

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



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O. THIRD PARTY BENEFICIARIES

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

P. INTELLECTUAL PROPERTY RIGHTS

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

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

Q. INTELLECTUAL PROPERTY INDEMNITY

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

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

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



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S. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

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

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

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

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

U. 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.

V. LIVING WAGE (IF APPLICABLE)

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

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

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

SECTION VII: INSURANCE/INDEMNIFICATION

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

A. TYPE OF INSURANCE LANGUAGE

<input checked="" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
	Insurance Exhibit Name: B-2A
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation: Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	Yes
Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.	Yes
Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.	No
Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	No

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

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

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

A. Federal Required Language Attached

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

Exhibit Name:

B. State Required Language Attached

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

Exhibit Name:

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

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

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

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

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

Exhibit Name (s)

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

Scope of Work: Community Engagement Sessions**I. Purpose**

The County of Santa Clara ("County") desires to engage the community and provide a process for community input related to approaches for treatment of the incarcerated and mentally ill population in our community, and whether a facility is needed and if so, what type of facility. As such, the County engages the Contractor to facilitate a community engagement process that informs the County's future actions related to the incarcerated and mentally ill population.

II. Project Requirements

- A. The Contractor must participate in meetings with County staff to gather all relevant background information, communicate project updates, review decision-making processes and protocols, project goals and objectives, and project phases and timeline.
- B. Contractor must conduct and facilitate three Community Engagement Sessions to engage community members, identify collective areas of concern, and solicit ideas and recommendations for the treatment of the incarcerated and mentally ill population in our community.
- C. Contractor must conduct a survey and/or focus groups with incarcerated individuals, or in the event this is not possible, with formerly incarcerated individuals or families of incarcerated individuals.
- D. Contractor must compile a report that summarizes the content from the Community Engagement Sessions and the survey/focus group data, and present that report to the Public Safety and Justice Committee of the County Board of Supervisors at meetings scheduled for August 5, 2021 and October 7, 2021.
- E. If in-person services cannot be provided, in the event of local or national emergency, Contractor may be able to provide services by virtual video or telephone conference. Such modification shall require approval by the County in agreement with the Contractor and is subject to Contractor's compliance with the County's information security, privacy, and confidentiality requirements, including but not limited to the following:
 - i. When deciding on a video and telephone platform, the Contractor must adhere to privacy protocols such as, and not limited to, ensuring the provider is using a private space that is not in the line of sight or hearing of other participants, staff, or others not privy to such information. If a breach occurs or is believed to have occurred, the County Contract Monitor and affected participants shall be notified in writing.
- F. Contractor shall obtain the informed consent of survey respondents and focus group participants to the use and sharing of the information they disclose to Contractor.
- G. Security Clearance: Prior to entering any custodial facility, Contractor's personnel must complete a background check for security clearance. If the results of the background check are unfavorable, the County will notify Contractor to arrange for replacement personnel. The County will not be held liable for any employment issues or concerns that result from the security clearance process. If replacement personnel cannot be found, the County may terminate the Agreement. Contractor will work with the designated County staff on obtaining security clearance and complete a request substantially in the form of Attachment 1.

- H. Public Health Requirements: Subject to any changes communicated by the Office of the Sheriff, any Contractor personnel entering a custodial facility must wear an N95 face mask within the facility and comply with social distancing requirements. Fully vaccinated individuals, as defined by the County, are required to be tested for COVID-19 once per week during the period in which they will enter the facility. Individuals who are not fully vaccinated must be tested every day they enter the facility. The required testing must occur before entry into the facility.
- I. Prison Rape Elimination Act (PREA) Training: Contractor shall comply with the Sheriff's zero-tolerance policy related to the sexual assault or rape of inmates, or sexual misconduct toward any inmate housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law. If any of the Contractor's employees, agents, representatives, and/or members of its Board of Directors, including volunteers, will have contact with inmates in the correctional facilities, then Contractor's staff shall attend and successfully complete any and all staff training(s) related to the Prison Rape Elimination Act (PREA) as required by the Office of the Sheriff within 30 days of the beginning of in-custody programming.
- i. Contractor shall be responsible for expenses incurred, including salary, benefits, and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives, and/or members of its Board of Directors, including volunteers. However, the County shall provide the training(s) at no cost to the Contractor.
 - ii. The County will provide a document titled "Department PREA Policy & Acknowledge Statement" to Contractor's employees, agents, representatives, and/or members of its Board of Directors, including volunteers, who have contact with inmates within the correctional facilities. Everyone who receives the document shall sign the acknowledgement form, which will be retained by the Office of the Sheriff.
- J. Access to the California Law Enforcement Telecommunications System ("CLETS") or Criminal Justice Information System ("CJIS"), if any, shall be subject to Contractor's agreement to, and compliance with, the terms and conditions substantially in the forms attached in Attachment 2. This provision shall not be construed to require review of information from CLETS or CJIS or guarantee access to CLETS or CJIS.
- K. Privacy and Confidentiality: The County does not guarantee that it will provide personally identifiable information about survey respondents or focus group recipients. Any sharing of such information will be subject to review and approval by the Office of the County Counsel and additional restrictions, terms, and conditions regarding the use and disclosure of such information. Without limiting the generality of the foregoing, if Contractor receives personally identifiable information from the County, Contractor must comply with all applicable laws and regulations regarding the privacy of such information, including the following:
- i. Part 2 of Title 42 of the Code of Federal Regulations;
 - ii. California Welfare and Institutions Code section 5000 et seq.; and
 - iii. All other applicable federal, state, County, and local laws, rules, regulations, policies, and codes effective at the inception of this Agreement and that become effective during the term of this Agreement.

During the performance of this Agreement, County may, at its discretion, provide Contractor with aggregated and de-identified data that can be legally disclosed by the County ("County Data"), Contractor may only use County Data for the purposes outlined in the Agreement and for the benefit of the County, as directed by the County. Contractor is prohibited from using County Data for any other purposes. Such information is not permitted to be disclosed, disseminated, or distributed to another entity or any other party unless directed to do so by the County. Contractor must not discuss such information with any other party, without the expressed written consent of the County Executive Office and the Office of the County Counsel. In the event that the Contractor receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such document is being requested, Contractor must immediately give notice to the County Executive Office and Office of the County Counsel in order to permit the County to seek a protective order or other similar order.

L. Data security:

- i. **Storage.** Contractor must use all necessary care to maintain and secure County Data at all times, including the destruction of information when it is no longer needed and/or upon termination of this Agreement. All interview notes and other County Data collected through research processes will be stored in locked cabinets or on Contractor's secure research drive. Contractor will conduct any electronic transfer of electronic data using a secured and password-protected file transfer protocol, unless the County Information Security Office requires a more secure protocol.
- ii. **Access.** Contractor will limit access, use, and disclosure of the information in County Data associated with this project to authorized staff who are trained to maintain the confidentiality of the data and are bound to maintain strict confidentiality.
- iii. **Data sharing agreements.** Notwithstanding any other provision of this Agreement, before sharing any data, County will require Contractor to enter into a data sharing agreement that may include additional data security requirements, including but not limited to, expectations regarding data security procedures, limited use of the data, and the return or destruction of data at the conclusion of the project. In the event of a conflict between a data sharing agreement pursuant to this provision and this Agreement, the terms of the data sharing agreement shall govern.

III. Deliverables

The Contractor must complete the following deliverables:

A. Deliverable 1: Work Plan

1. Develop a work plan that meets the Project Requirements for approval by County Administration.

B. Deliverable 2: Community Engagement Sessions

1. Facilitate two online Community Engagement Sessions scheduled for July 8, 2021 and July 10, 2021 with members of the community in partnership with County Administration.
2. Facilitate one in-person Community Engagement Session to be scheduled in July or August 2021 with members of the community in partnership with County Administration.
3. The Contractor will recruit attendees for the Community Engagement Sessions.

- 4. The Contractor will participate in pre-planning meetings for the Community Engagement Sessions.
- 5. The questions for the Community Engagement Sessions must be approved by County Administration.

C. Deliverable 3: Survey and/or Focus Groups of Incarcerated Individuals

- 1. Conduct a survey that will include at least 150 respondents who are incarcerated individuals and/or at least four focus groups with incarcerated individuals, or in the event this is not possible, with formerly incarcerated individuals or families of incarcerated individuals, in partnership with the County.
- 2. The questions for the survey and/or focus groups must be approved by County Administration and the Office of the County Counsel.

D. Deliverable 4: Research of Jail Alternatives

- 1. Provide examples of Jail Alternatives that were recommended at the Community Engagement Sessions and through the survey/focus group data.

E. Deliverable 5: Reports and Presentations

- 1. Submit a final report summarizing community input from the Community Engagement Sessions and the survey and/or focus group data to County Administration and the Office of the County Counsel.
- 2. Report out to the community on the initial themes from the final report.
- 3. Present reports to the Public Safety and Justice Committee at meetings scheduled for August 5, 2021 and October 7, 2021.

IV. Timeline of Deliverables

- A. The County and Contractor may agree to modify the timeline and deliverable due dates to reflect the service delivery needs of the County, so long as the timeline or due date does not exceed the term of this Agreement.

V. Payment Schedule

- A. The Maximum Financial Obligation paid to the Contractor under this Agreement shall not exceed \$76,209 as outlined in the table below:

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Deliverables	Milestone	Amount
1. Work plan	Approval of Work Plan	\$10,887
2. Online Community Engagement Session #1	Completion of the Online Community Engagement Session #1	\$10,887
3. Online Community Engagement Session #2	Completion of the Online Community Engagement Session #2	\$10,887
4. In-person Community Engagement Session #3	Completion of the In-person Community Engagement Session #3	\$10,887
5. Surveys and Focus Group	Completion of Survey and Focus Group Findings	\$10,887
6. Research of Jail Alternatives	Presentation of Community Engagement Sessions #1 and #2 findings	\$10,887
7. Reports and Presentations	Presentation of findings and written reports to the Public Safety and Justice Committee	\$10,887
	Maximum Financial Obligation	\$76,209

- B. Invoices are due within 15 days upon completion of a milestone, as noted in the table above.
- C. Payment will be made upon submittal of invoice, detailed narrative of work completed to support the amount being invoiced, any requested supporting documentation, and approval by the designated County Contract Monitor. The County reserves the right to require Contractor to supplement narratives the County deems insufficient to support the amount being invoiced.
- D. The MFO is not guaranteed and the County does not guarantee that it shall engage the Contractor for any minimum number of services. Contractor shall be compensated for services rendered and/or expenses incurred in accordance with Section V. part A. of this Attachment A. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than Specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County for compensation for such gratuitous efforts.
- E. The County and Contractor may agree to modify the budget to reflect the service delivery needs of the County, so long as the budget does not exceed the Maximum Financial Obligation indicated in above.
- F. The County will not pay for any travel, lodging, or meal expenses incurred by the Contractor.

EXHIBIT B-2A (Revised)

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

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

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2A (Revised)

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$1,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

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

Additional Insured Endorsement, which shall read:

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

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

EXHIBIT B-2A (Revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

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

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2A (Revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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

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

ATTACHMENT 1



Santa Clara County Sheriff's Office
Security Clearance Request
 Phone Number (408) 808-4606 Fax (408) 808-4620
 Email: Security.Clearance@shf.sccgov.org



NEW **RENEWAL**

Last Name	First Name	Middle	DOB	Race	Sex	Age	Height	Weight	Eye Color	Hair				
Address								City		State	Zip Code	Apt#	County Employee: Yes / No	
Phone Number		AKA's (other names used):			Driver's license Number		State		Social Security Number					
Applicant's / Employer Name, Address & Phone Number: (Print)										Applicant's Job Title				
Why do you need access to the jail site?				Person to notify in case of emergency					Phone					
List the dates that you will need access- From: _____ To: _____				What Facilities do you need to have access to (Select those that apply) <input type="checkbox"/> Main Jail Facility <input type="checkbox"/> Elmwood Men's Facility <input type="checkbox"/> Elmwood Women's Facility										
Do you currently have a relative in the Santa Clara County Jail System? If yes, provide name and PFN # below:										<input type="checkbox"/> Yes <input type="checkbox"/> No				
Name: _____ PFN #: _____														
Are you currently on OR, bail and/or have a criminal matter pending?										<input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you EVER been detained, arrested or convicted ? (Selecting yes will not automatically disqualify you): If YES , please provide the date, charge, arresting agency and the disposition (use additional paper if necessary): _____ _____										<input type="checkbox"/> Yes <input type="checkbox"/> No				
Requesting Unit Manager (or authorized designee) Signature: _____ Phone No.: _____ I understand that the Santa Clara County Sheriff's Office will review my Criminal history. This information will be used to determine my eligibility for entrance into the jail facilities of this agency. I further acknowledge that I have read and understand the above and that all statements made herein are true and correct to the best of my knowledge and any false statement is cause for my site clearance to be revoked. I have read and acknowledge the County of Santa Clara's General Rules, Sexual Harassment, PREA AND CLETS requirements by initialing each line below: General Rules for all Facility Personnel: _____ Sexual Harassment: _____ PREA Acknowledgement: _____ CLETS: _____ Applicant's Signature: _____ Date: _____														

Personnel: Please forward PREA Acknowledgement via pony, fax or email to the Departmental PREA Manager Fax #: 408-808-3656

DENIED **APPROVED**

Reason for denial:

Custody Coordinating Captain: _____ **Date:** _____

CJIC Performed by: _____ Date: _____ 30 Day Temporary Clearance Issued Thru: _____
 Entered by: _____ Date: _____ County/Outside Agency Coordinator Notified: _____

PFN#: _____

Requirements for Security Clearances: 1. No warrants. 2. Not currently on probation or parole. 3. Three (3) years since last **MISDEMEANOR** conviction. 4. No **FELONY** convictions. 5. You are not currently on bail and/or pending a criminal charge. 6. Any previous convictions for violence, assaultive behavior, sexual offenses or offenses committed while in custody may result in a denied status. 7. Any other factor that causes the Sheriff's Office to deem granting Security Clearance a risk to safety and security.



Santa Clara County Sheriff's Office
Security Clearance Request
 Phone Number (408) 808-4606 Fax (408) 808-4620
 Email: Security.Clearance@shf.sccgov.org



SANTA CLARA COUNTY SHERIFF'S OFFICE

General Rules for all Facility Personnel, Sexual Harassment, PREA and CLETS Acknowledgement

GENERAL RULES FOR ALL FACILITY PERSONNEL:

1. All visitors, facility and volunteer programs personnel must conform to the dress code approved by the Sheriff's Office.
2. No one under the age of 18 years of age will be admitted into any security area of any facility without prior authorization from the Division Captain or the Assistant Division Commander.
3. Bringing firearms, explosives, alcoholic beverages, narcotics, or any controlled substance, including marijuana, into any custody facility is a crime, and cause for arrest.
4. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any security area.
5. Tape recorders and cameras are not allowed within any custody facility without prior approval from the Division Captain or the Assistant Division Commander.
6. Employees or persons assigned to work within any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transaction with any inmate or prisoner.
7. Visitors, civilian employees and volunteer program personnel shall not bring anything into any custody facility to give to any inmate, nor will they take anything from any inmate without prior approval from a Custody Staff Supervisor. Exceptions: Written religious or educational material.
8. Any person entering any custody facility may be subject to search.
9. Visitors or civilian employees will proceed directly to their designated visiting or work area. Any visitor or civilian employee found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
10. Visitors or facility employees under the influence of alcohol or drugs will not be allowed to enter any custody facility and may be subject to arrest.
11. All custody facilities are "NO HOSTAGE" FACILITIES. All attempts will be made to ensure the safe release of anyone held hostage; however, no inmate will be allowed to escape in exchange for the release of any hostage.
12. Employees, visitors and volunteers who possess a valid Sheriff's Security Clearance, must immediately report any future arrests to the Sheriff's Security Clearance Coordinator.
13. Violation of any facility rule, regulation, or procedure or any disruption of facility routine may result in the visitor or employee's removal from the facility and denial of future access.

SEXUAL HARASSMENT:

The Sheriff's Office recognizes and adopts the Santa Clara County Sexual Harassment Policy. The County Sexual Harassment Policy is incorporated into the Sheriff's Custody Bureau Policy #1.35. Both policies are clear that sexual harassment and harassment of any kind **WILL NOT BE TOLERATED.**

SEXUAL HARASSMENT IS PROHIBITED

The Sheriff's Office requires that employees treat inmates with respect, courtesy and firmness. The following are specifically prohibited:

1. Employees may not lay hands on an inmate except to defend themselves, to control or restrain the inmate, to prevent an escape, to prevent serious injury or damage to person or property, to quell a disturbance, to search an inmate, or to render medical aid. Only female officers may search female inmates, and female inmate's cells will be entered only in the presence of a female officer except in an emergency.
2. Employees may not touch an inmate's body for the purpose of sexual gratification.
3. Employees may not make a sexual advance, condition any benefit on agreeing to submit to sexual advances or punish inmates for refusing sexual advanced.
4. Employees may not use profane, demeaning, insulting or threatening language.



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Prison Rape Elimination Act of 2003 (PREA)
Contractor and Volunteer Information Sheet

Key Points of PREA:

The law provides guidelines to detect, prevent, identify and deter incidents of sexual abuse and sexual assault in detention facilities. It also requires information and resources to protect individuals from sexual abuse and sexual assault in detention facilities.

- The Santa Clara County Sheriff's Office has a **ZERO-TOLERANCE POLICY** relating to illegal sexual acts, sexual harassment or sexual misconduct in any of the detention facilities. This policy applies both to staff-inmate as well as inmate-inmate sexual relationships.
- It is the responsibility of all staff, contractors and volunteers to take these matters seriously if they are brought to your attention and to act on them immediately.
- Provide a safe environment for inmates and staff free of sexual harassment, sexual abuse and retaliation.
- PREA applies to both males and females under correctional staff supervision and male and female staff members, both custodial and non-custodial.
- Sexual activities and sexual assaults between inmates and staff or between inmates is strictly prohibited by department policy.
- All allegations of sexual abuse are taken seriously and need to be documented and investigated.
- It is our agency's responsibility to refer substantiated cases for prosecution.
- At a minimum, you are to make correctional staff aware of the situation **IMMEDIATELY!**

Staff Sexual Misconduct:

Staff sexual misconduct is defined as any behavior or act of a sexual nature directed toward an offender by personnel. Included behaviors are: romantic relationships between any personnel and offenders, completed, attempted, threatened or requested sexual acts, occurrences of indecent exposure, invasion of privacy or voyeurism.

Sexual Harassment:

Sexual harassment is repeated verbal statements or comments of a sexual nature to an offender by authorized personnel, including: demeaning references to gender, derogatory comments about body or clothing, profane or obscene language or gestures

Avoid Inappropriate Relationships with Inmates:

- Be professional at all times
- Refrain from sexual conversations/jokes
- Be aware of the possibility of inmate con games
- Sexual contact between staff and inmates is **NEVER** considered to be consensual

Reporting Sexual Misconduct:

- The Santa Clara County Sheriff's Office accepts reports verbally, written and via third-party.
- Take any allegation of sexual assault seriously and report it **IMMEDIATELY!**
- Notify appropriate personnel and ONLY appropriate personnel. Maintain confidentiality and do not discuss any allegations with anyone else.
- If you are uncertain or unsure how to report an incident, ask a correctional staff member.



Santa Clara County Sheriff's Office
Security Clearance Request
Phone Number (408) 808-4606 Fax (408) 808-4620
Email: Security.Clearance@shf.sccgov.org



Effective Communication with Victims:

Remain professional, remain objective, do not use derogatory language, avoid stereotyping, be aware of pronoun (he or she) usage, if LGBTQ, ask victim how they would like to be addressed, if you are uncomfortable or unsure what pronoun to use, address the victim by their last name

General Rules, Sexual Harassment and Prison Rape Elimination (PREA)
Acknowledgement

I have been provided with a handout titled "General Rules, Sexual Harassment and PREA information/acknowledgement" sheet. The handout explains the Sheriff's Office General Rules, Zero-Tolerance policy, safety guidelines, reporting options, and PREA. I have read the handout and have had an opportunity to discuss and ask questions with the person listed below as the witness. I acknowledge that, should I engage in any activity constituting sexual abuse, sexual misconduct or sexual harassment of any inmate, I will be subject to discipline up to and including termination.

NO EMPLOYEE MAY RETALIATE AGAINST YOU IN ANY WAY FOR MAKING A COMPLAINT REGARDING ANY VIOLATION OF THESE RULES.

PRINT Name and Department

Signature DATE

PRINT Supervisor's Name and Department

Supervisor Signature DATE

"PLEASE KEEP A COPY OF THE RULES/ACKNOWLEDGEMENT FORM FOR YOUR RECORDS"



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EMPLOYEE / VOLUNTEER STATEMENT FORM

Use of Information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles Record Information

As an employee/volunteer of Santa Clara County Office of the Sheriff, you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC Sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141 -11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a Misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

Exhibit I

55 CLETS PPP, rev Q7117

ATTACHMENT 2

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved

by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain

such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative



CLETS MANAGEMENT CONTROL AGREEMENT

Agreement to allow the California Law Enforcement Telecommunications System (CLETS) access by

_____ ,
(Public law enforcement/criminal justice agency)

(ORI)

to _____
(Dispatch, parking citation, or data processing public agency)

to perform _____ services on its behalf.
(Type of service)

Access to the CLETS is authorized to public law enforcement and criminal justice agencies only (*hereinafter referred to as the CLETS subscribing agency*), which may delegate the responsibility of dispatching, parking citation, or data processing/information technology services to a public agency that is neither a law enforcement agency nor a criminal justice agency (*hereinafter referred to as the Non-CJ agency*). The Non-CJ agency may receive information from the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified services if such delegation is authorized, pursuant to statute, regulation, or interagency agreement. A signed CLETS Management Control Agreement (HDC 0004A) must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting the Non-CJ agency access to the CLETS. The performance of such delegated services by an otherwise Non-CJ agency does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *Criminal Justice Information Services (CJIS) Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.



CLETS MANAGEMENT CONTROL AGREEMENT

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices, or store/printed data.

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all Non-CJ agency personnel accessing the CLETS information meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Initially (within six months of employment or assignment) train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable.
2. State and FBI fingerprint-based criminal offender record information searches must be conducted prior to allowing access to CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the Non-CJ agency. The Non-CJ agency agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004A) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

Signature (CLETS Subscribing Agency Head)

Signature (Non-CJ Agency Head)

Laurie Smith, Sheriff

Print Name and Title

Sylvia Sosa, Contracts Administration Specialist

Print Name and Title

Date

Date

APPROVED AS TO FORM AND LEGALITY

Tara Lundstrom
Deputy County Counsel



CLETS EMPLOYEE/VOLUNTEER STATEMENT

Use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information

As an employee/volunteer of _____, you may have access to confidential criminal records, the Department of Motor Vehicle (DMV) records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. Federal, state or local law enforcement agencies shall not use any non-criminal history information contained within these databases for immigration enforcement purposes. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §§ 1373 and 1644. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141–11143 and 13302–13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the DMV record information.

PC sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date