

# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND RESOURCE DEVELOPMENT ASSOCIATES, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **RESOURCE DEVELOPMENT ASSOCIATES, INC.** ("RDA") hereinafter called "Contractor";

### **WITNESSETH:**

**WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

**WHEREAS**, Resource Development Associates was retained in February 2012 to develop recommendations for in-custody programs and services to better enable inmates to successfully reenter the community;

**WHEREAS**, the County's Jail Based Services and Reentry Programming Strategic Implementation Plan ("SIP") has been completed, and emphasizes the use of evidenced based practices to reduce recidivism in the Realigned population;

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of assisting the San Mateo County Sheriff's Office with the processes required to implement the strategies outlined in the Jail Based Services and Reentry Programming Strategic Implementation Plan("SIP");

### **NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

#### **1. EXHIBITS AND ATTACHMENTS**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments and rates
- Exhibit A-1 - Scope of Work
- Attachment I - § 504 Compliance
- Attachment II - Contractor's Declaration Form
- Attachment IP - Intellectual Property
- Attachment H - HIPAA Business Associate requirements

## **2. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A and A-1.

## **3. PAYMENTS**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A and A-1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00)**.

## **4. TERM AND TERMINATION**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **May 21, 2013** through **December 31, 2015**.

This Agreement may be terminated by Contractor or the County at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

## **5. AVAILABILITY OF FUNDS**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

## **6. RELATIONSHIP OF PARTIES**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

## **7. HOLD HARMLESS**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. ASSIGNABILITY AND SUBCONTRACTING**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. INSURANCE**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

B. LIABILITY INSURANCE The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

1. Comprehensive General Liability . . . . .	\$1,000,000
2. Motor Vehicle Liability Insurance . . . . .	\$1,000,000
3. Professional Liability . . . . .	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. NON-DISCRIMINATION AND OTHER REQUIREMENTS**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

## **13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT**

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. MERGER CLAUSE**

This Agreement, including the Exhibits A, B, and Attachments A, H, I, II and IP attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. CONTROLLING LAW AND VENUE**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. NOTICES**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

**SAN MATEO COUNTY SHERIFF**  
Attn: Greg Munks  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

**In the case of Contractor, to:**

**RESOURCE DEVELOPMENT ASSOCIATES, INC.**  
Attn: Patricia Marrone Bennett, Ph.D.  
230 – 4<sup>th</sup> Street  
Oakland, CA 94607

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**RESOURCE DEVELOPMENT ASSOCIATES, INC.**

  
Contractor's Signature

Date: 4-29-2013

*Long Form Agreement/Business Associate v 8/19/08*

## EXHIBIT A - SERVICES

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

Contractor will assist the Sheriff’s Office to plan for a comprehensive and appropriate landscape of jail-based services within its existing and future County jails. Services performed by Contractor are described in Contractor’s proposal, incorporated herein as Attachment A and by reference as if fully set forth as a part of this Agreement.

- All written deliverables shall be submitted in a draft, revised draft and final version.
- Once agreed upon, the project timeline will be published and all parties will meet deadlines or submit a written notification of delay to allow for adjustments in timeline/schedule.
- The project schedule will be updated as needed and distributed to relevant committee members as identified by San Mateo County Sheriff’s Office.
- All committee requests for RDA to conduct additional research outside the scope of this proposal must be approved by San Mateo County Sheriff’s Office before work commences.
- Each additional program implementation plan requested will be priced separately and subject to negotiation.
- Each grant-writing project requested will be priced separately and subject to negotiation.
- RDA attendance at community meetings is not included in the workplan.
- Presentation and attendance at the Board of Supervisors will occur bi-annually.

### **SPECIFIC PHASES & DELIVERABLES:**

#### **PHASE I: Initial and Ongoing Support**

##### **1. Deliverables**

- a. Project Kick Off Meeting
- b. Roster of Advisory Committee Members and Designated Chairs
- c. Advisory Committee Launch Meetings
- d. Roster of Implementation Work Teams
- e. Implementation Work Team Launch Meeting
- f. Monthly Steering Committee and Advisory Committee Conference Calls
- g. Bi-Annual preparation and delivery of updates to the San Mateo Board of Supervisors

#### **PHASE II: Communications**

##### **2. Deliverables**

- a. Internal Communication Plan
- b. Internal Communications Templates
- c. Community Outreach Communication Plan
- d. Community Engagement Event Calendar
- e. Materials for Presentation at Community Meetings
- f. External Communication Templates for Distribution
- g. Website Update Templates



### PHASE III: Inmate Assessment

#### 3. Deliverables

- a. Inmate Survey
- b. Survey Administration Protocols & Training
- c. Data Analysis and Summary Report

### PHASE IV: Implementation - Service Needs / Risk Assessment

#### 4. Deliverables

- a. Service Needs/Risk Assessment Benchmarking Research Report(6 Counties)
- b. Implementation Plan for Sentenced Inmates Service Needs/Risk Assessment Tool
- c. Implementation Plan for Pre-Trial Inmates Service Needs/Risk Assessment Tool
- d. Policies and Procedures for Sentenced Inmates Service Needs/Risk Assessment Tool

### PHASE V: Case Management

#### 5. Deliverables

- a. Case Management Benchmarking Research Report
- b. Case Management Literature Review
- c. Implementation Plan for Case Management
- d. Case Management Tools
- e. Case Management Policies and Procedures

### PHASE VI: In Custody Programming

#### 6. Deliverables

- a. Current Program Schedules
- b. Summary Report of Advisory Committee Recommendations
- c. Implementation Plan for In-Custody Programs

### PHASE VII: Re-Entry and Transition

#### 7. Deliverables

- a. Reentry Benchmarking Research Report
- b. Implementation Plan for Reentry and Transition Planning
- c. Reentry Tools
- d. Reentry Policies and Procedures

### PHASE VIII: On going evaluation

#### 8. Deliverable: Evaluation Plan.

The evaluation plan will include:

- Purpose of the evaluation, intended audience(s) and their decision-making needs
- Research questions that are to be answered through the evaluation
- Data needed to conduct the evaluation, any gaps, and plans for addressing these
- Specific methodology for data collection, including appropriate consideration of confidentiality, informed consent and assent, sampling, and timelines
- Anticipated challenges or obstacles to completing the evaluation and management strategies to prevent or mitigate the impact of these challenges
- Dissemination plan that considers the intended audience, timeline, and available resource
- Reporting/Dashboard Template

## EXHIBIT A-1 - SCOPE OF WORK

### San Mateo County Sheriff's Office Jail Based Services and Reentry Programming Implementation

Resource Development Associates (RDA) proposes the following scope of services to assist the San Mateo County Sheriff's Office with the processes required to implement the strategies, outlined in the Jail Based Services and Reentry Programming Strategic Implementation Plan (SIP). The SIP outlines an array of programs and services designed to respond to the changing needs of the jail and improve the outcomes of inmates housed in the San Mateo County Adult Correction Facilities. The strategies, described in the SIP, are the result of the combined efforts of the Sheriff's Office, County agencies, and community corrections stakeholders that participated in the Jail Programming Committee.

RDA's objective is to assist the Sheriff's Office staff, County agencies, and community corrections stakeholders to engage in planning, implementation, and evaluation efforts within the San Mateo Adult Correction Facilities. Our role is to provide support throughout implementation that will assist the San Mateo County Sheriff's Office Jail Program Committee in meeting its goal:

*To achieve a model for providing quality inmate programs and services for the adult correctional facilities that reflects a continuum of custody, care and case management throughout an inmate's incarceration and has a positive impact on recidivism rates and public safety in San Mateo County.*

RDA's approach is guided by the following objectives:

- ❖ The San Mateo County Sheriff's Office, partner agencies, and organizations offer a balanced array of targeted programs without compromising the safety of inmates or Correction Facility staff;
- ❖ The San Mateo County Sheriff's Office continues to emphasize their responsibility to protect the public safety of County residents;
- ❖ The San Mateo County Sheriff's Office aligns its programming with current best or promising practices in criminal justice;
- ❖ All San Mateo inmates have the best possible opportunity for a successful reentry into the community;
- ❖ Timely execution of the Strategic Implementation Plan;
- ❖ All services and programs are monitored and evaluated to provide the best possible outcomes and allow for ongoing quality improvement in jail-based services;
- ❖ Available funding opportunities are explored as programming and service decisions are finalized.

#### **Project Assumptions**

- ❖ All written deliverables shall be submitted in a draft, revised draft and final version.
- ❖ Once agreed upon, the project timeline will be published and all parties will meet deadlines or submit a written notification of delay to allow for adjustments in timeline/schedule.
- ❖ The project schedule will be updated as needed and distributed to relevant committee members as identified by San Mateo County Sheriff's Office.
- ❖ All committee requests for RDA to conduct additional research outside the scope of this proposal must be approved by San Mateo County Sheriff's Office before work commences.

- ❖ Each additional program implementation plan requested will be priced separately and subject to negotiation.
- ❖ Each grant-writing project requested will be priced separately and subject to negotiation.
- ❖ RDA attendance at community meetings is not included in the workplan, but can be negotiated if requested.
- ❖ Presentation and attendance at the Board of Supervisors will occur bi-annually.
- ❖ Work plans and associated costs are developed based upon 1 year of service to the client.

### ***Scope of Work Overview***

<i>Year One</i>	<i>Year Two</i>	<i>Year Three</i>
<b><i>Implementation</i></b>	→	→
<b><i>Communication</i></b>	→	→
<b><i>Inmate Assessment</i></b>		
<b><i>Risk /Service Needs Assessment</i></b>		
<b><i>Case Management</i></b>		
	<b><i>In-Custody Programming</i></b>	
	<b><i>Re-entry and Transition</i></b>	
<b><i>Evaluation Planning</i></b>	<b><i>Evaluation of Current Programs</i></b>	<b><i>Ongoing Evaluation</i></b>

San Mateo County Sheriff's Office  Deliverable		2013				2014				2015				Staff Hours			Fee Structure		
		Project Quarter				Project Quarter				Project Quarter				Roberta Chambers	Diana Sanders	Research Associate	Total Hours	Total Cost	
		1	2	3	4	1	2	3	4	1	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)			
		Three Year Project by Year																	
Year One																			
Implementation Support														66	136	91	293	\$36,000	
Communications														23	89	86	198	\$23,175	
Inmate Assessment														6	23	69	98	\$10,675	
Risk/Service Needs Assessment														15	50	76	141	\$16,100	
Case Management														18	37	82	137	\$15,525	
Evaluation Planning														29	64	123	216	\$24,650	
														157	399	527	1083		\$126,125
Year Two																			
Implementation Support (cut by 1/3)														44	90	60	194	\$23,850	
Communications (cut by 1/3)														15	60	57	132	\$15,450	
In-Custody Programming														16	52	56	124	\$14,500	
Re-Entry and Transition														15	41	76	132	\$14,975	
*Evaluation of Current Programs																			*TBD
														90	243	249	582		\$68,775
Year Three																			
Implementation Support (cut by another 1/3)														22	45	30	97	\$11,925	
Communications (cut by another 1/3)														8	30	28	66	\$7,750	
*Ongoing Evaluation																		*TBD	
														30	75	58	163		\$19,675
Grand Total												554	1434	1668	3656	\$214,575			

\* As discussed, costs for program evaluation cannot be determined until the evaluation planning is completed

**NOTE: Timeline may vary depending on progress**

## **I. Implementation**

To advance the objectives of the Strategic Implementation Plan (SIP), RDA is prepared to work with the San Mateo County Sheriff's Office and relevant stakeholders to identify and implement particular activities that fulfill the vision of the new strategies. RDA proposes this effort be divided into developmental stages to ensure a strong foundation that will support implementation as well as a system for evaluating the efficacy of programs and services and outcomes going forward.

Jail Programming Subcommittees provided recommendations that were included in the Strategic Implementation Plan, yet final decisions about the viability and appropriateness of these recommendations for San Mateo remain. These decisions range from whether to create a new service needs/risk assessment and if so, when, during the intake process it should be administered, to which existing programs and services currently offered in San Mateo can be expanded or enhanced and what new programs or services should be added to the current array of programs and services already provided. Although each of these high-level decisions is expected to result in incremental changes to policies, procedures, training and communication, it is the high-level decisions that have to be made by the Steering and Advisory Committees during this phase.

### **I. Initial and Ongoing Support (April 2013 through March 2014)**

The objective of Phase One of the SIP is to ensure that a strong foundation is put in place to support the execution of new and expanded programs and services within the San Mateo County Adult Correctional Facilities. This will require the selection of appropriate individuals that can contribute their time and expertise to advise the Sheriff's Office and Steering Committee about decisions yet to be made, and ensure that decisions are made in a timely manner.

#### **Task 1.1 Project Kick-Off Meeting**

RDA will facilitate a Project Kick Off meeting with the Sheriff's Office Steering Committee to review the agreed upon scope of work and promote a shared understanding of the project objectives, timelines and deliverables. At this meeting, RDA will establish communication protocols, review assumptions about the way in which we will work together, and define the roles and responsibilities of the Steering and Advisory Committees and the Implementation Work Teams.

#### **Task 1.2 Formation of Committees and Working Groups**

To assist the Sheriff's Office in this first stage of implementation, RDA will utilize the committee and working group structure developed in the SIP to guide the formation of committees and work teams. RDA will work closely with the Sheriff's Office to identify and recruit appropriate committee members. If subject matter experts (SME) are unavailable within San Mateo County to provide requisite guidance, RDA will work with County staff to conduct a search for individuals that have the expertise to inform decision-making and/or contribute to the realization of the strategies outlined in the SIP.

#### **Task 1.3 Launch of Advisory Committees**

RDA will work with the Sheriff's Office designated project manager to identify and recruit members of the Advisory Committee. Ideally these committees will include a cross section of San Mateo County agency staff with subject matter expertise to aid in identification of appropriate programs and services where needed and guide the work teams through implementation. If additional expertise is called for, RDA will seek to find individuals that can add to the existing body of knowledge available in San Mateo County.

**Task 1.4 Launch of Implementation Work Teams**

The Implementation Work Teams will play a pivotal role in executing the vision determined by the Steering and Advisory Committees. RDA realizes that any implementation process is an iterative one; some ideas translate into action easily, others face unanticipated challenges. RDA will work with the Advisory Committee Chairs as they provide oversight to their respective work teams to ensure that implementation is aligned with approved strategies. Where conformity to strategies is not clear, RDA will work closely with Advisory Committee Chairs and Implementation Work Team members to make adjustments to the implementation process if necessary.

RDA will plan and deliver a 2-hour meeting to launch the Work Teams during which we will review the project background and the Strategic Implementation Plan structure and activities. RDA will support the Implementation Work Teams by creating agenda templates that include objectives for their meetings.

**Task 1.5 Meeting Preparations, Support, and Facilitation**

As Advisory Committees are formed, RDA will facilitate launch meetings to familiarize members with the SIP and review the roles and responsibilities of each tier of the committee and work teams. Throughout the project, RDA will draft meeting agendas, articulate meeting objectives, and will provide staffing for meetings to support committee decision-making.

**Task 1.6 Board of Supervisors Communication**

Ongoing communication within the community is crucial for maintaining political and financial support for the Implementation Project. RDA will work with San Mateo County Sheriff's Office project manager to prepare and deliver presentations to update the Board of Supervisors about project progress, milestones and challenges. Preparation will include talking points for the Sheriff, Power Point presentations, and any written materials to be delivered in advance of the meetings. Please note that this year, there will be three Board of Supervisors Communications – 1) To conclude the SIP and introduce implementation; 2) Six months from project commencement; and 12 months from project commencement.

**Task 1.7 Client Communications and Project Management**

Regularly scheduled communication between RDA staff and Jail Programming committees enriches the collaborative relationship that contributes to a project's success. RDA will schedule monthly check-in calls with the Steering Committee and separately with Committee and Implementation Work Team Chairs to ensure lines of communication between committees and the Steering Committee remain open and to ensure emerging issues are addressed. Led by the RDA team's project manager, calls with the Steering Committee will be used to discuss successes and challenges in the overall project, troubleshoot any issues as they arise, and to ensure the project is on track. Calls with Advisory Committee chairs will address the challenges they face in and/or the logistical obstacles of timely implementation. Additionally, ongoing planning communication between the RDA project manager and the designated San Mateo County project manager will be scheduled on an as-needed basis throughout the life of the project.

At the end of each year of implementation, RDA and Sheriff's Office Project Manager will reassess project support needs and renew this contract at the Sheriff's discretion.

**Deliverables**

- ❖ Project Kick Off Meeting
- ❖ Roster of Advisory Committee Members and Designated Chairs
- ❖ Advisory Committee Launch Meetings
- ❖ Roster of Implementation Work Teams
- ❖ Implementation Work Team Launch Meeting
- ❖ Monthly Steering Committee and Advisory Committee Conference Calls
- ❖ Bi-Annual preparation and delivery of updates to the San Mateo Board of Supervisors

## San Mateo County Sheriff's Office

San Mateo County Sheriff's Office					2013			Staff Hours			Fee Structure	
Deliverable	Project Quarter				Roberta Chambers	Diana Sanders	Research Associate	Total Hours	Total Cost			
	1	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)					
Phase One: Initial and Ongoing Support												
Project Kick Off Meeting					3	6	6	15	\$1,800			
Revise SOW and Contract					1	5	0	6	\$775			
Recruitment of Committee and Work Team Members					2	8	24	34	\$3,700			
Meeting, Preparations, Support and Facilitation												
Advisory Committees (3 Committees, 27 meetings)					3	27	14	44	\$5,225			
Implementation Work Team- Project Launch					3	9	5	17	\$2,075			
Prepare and Facilitate Monthly calls												
Steering Committee (12)					18	24	18	60	\$7,500			
Advisory Committee (12)					6	18	24	48	\$5,550			
Prepare and Deliver BOS Updates (3)					6	15	0	21	\$2,775			
Project Management /Communication					24	24	0	48	\$6,600			
Grand Total					66	136	91	293	\$36,000			

\*Annual costs to be assessed based on Sheriff's Office staff involvement; contract to be revised and renewed each of the next three years



## II. Communications

Once the initial overarching decisions have been made, the day-to-day implementation tasks will fall primarily to the Advisory Committees and the Implementation Work Teams. Phase 2 offers a series of activities intended to proactively address some of the issues that can derail an implementation if ignored.

### **Task 2.1 Internal Communication- Plan and Template Development**

Any new program, service or process brings with it the anticipation of change. While some people are inspired by the possibility of change, many are not. Instead, they often feel reluctant to participate in the proposed change, especially when it comes as a surprise or they feel excluded from the decision-making processes that resulted in the plans for change. In other words, it's often difficult to have others choose to work hard to achieve a goal set by someone else.

In a process as complex as the design and implementation of new programs, services, and processes, it is crucial to motivate staff to want to be part of the change. In RDA's experience, one of the best ways to engage employees in this process is communication. RDA will work with designated San Mateo County staff to design a communications plan that will include templates for emails, a newsletter and other collateral that will facilitate regularly scheduled communication throughout the County Corrections Community.

### **Task 2.2 Template Development**

RDA will develop templates that will allow the content to change throughout different stages of the project while the format remains the same. With this approach communication methods can be institutionalized and staff will begin to rely on this as a way to stay abreast of upcoming changes within the San Mateo County Adult Correctional Facilities – even those that do not affect them directly. When open communication becomes the norm, it creates a sense of inclusion across hierarchical levels and generates employee interest about upcoming changes that might not otherwise exist. Including updates to Department meeting agendas will also serve to keep staff up-to-date on the incremental steps to expect as program and service implementation begins.

### **Task 2.3 Community Engagement**

Public opinion can have an impact on the success of an organizational change project of this magnitude; especially when it is an emotionally charged, highly publicized project in a public agency. RDA has found that when the community is engaged and kept informed of progress, public opinion can become a supportive factor in advancing the objectives of a project of this kind.

As San Mateo County begins the work of implementing the components of the Strategic Plan, conducting community engagement activities and making information available through websites and local periodicals can engender the type of support that may enhance some of the services included in the Plan. For example, a community meeting attended by local business owners may result in linkages to employment or training opportunities once an inmate is released.

RDA proposes that we develop a multi-pronged outreach campaign that will include community meetings with civic organizations, open forums where community members can ask questions about the upcoming changes, and flyer or newsletter templates for distributing updates county-wide. RDA can also create a template for website updates where content can be changed periodically as the project moves towards completion.

At the request of the San Mateo Sheriff's Office, RDA staff can be available at each of the community meetings. However, the costs for staffing meetings have not been included in this workplan.

**Stage Three: Deliverables**

- ❖ Internal Communication Plan
- ❖ Internal Communications Templates
- ❖ Community Outreach Communication Plan
- ❖ Community Engagement Event Calendar
- ❖ Materials for Presentation at Community Meetings
- ❖ External Communication Templates for Distribution
- ❖ Website Update Templates

[illegible]

San Mateo County Sheriff's Office					2013			Staff Hours			Fee Structure	
Deliverable	Project Quarter				Roberta Chambers	Diana Sanders	Research Associate	Total Hours	Total Cost			
	1	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)					
Implementation- Communications												
Internal Communication Plan					4	24	6	34	\$4,200			
Template Development (emails, newsletter, etc)					2	4	16	22	\$2,400			
Community Outreach Communication Plan					4	24	12	40	\$4,800			
Community Engagement Calendar					1	6	20	27	\$2,900			
Materials for Presentation at Community Meetings (Talking Points, PPT)					4	24	6	34	\$4,200			
Website Update Templates					6	3	10	19	\$2,275			
External Template Development (Fliers, Handouts, etc)					2	4	16	22	\$2,400			
Grand Total					23	89	86	137	\$23,175			

\* This workplan does not include RDA staff attendance at community meetings.

*\*\*Annual costs to be assessed based on Sheriff's Office staff involvement; contract to be revised and renewed each of the next three years.*

### **III. Strategy Area B: Service Needs/Risk Assessments**

Strategy Area B describes a service needs/risk assessment for all inmates in the San Mateo County Adult Correctional Assessments. Because the needs of and requirements for pre-trial inmates differs from sentenced inmates, this scope of work describes the process by which RDA will guide the process described in Section I for selection of an assessment tool for sentenced inmates and the identification of subject matter experts for the development of pre-trial inmates. This section includes working with the Steering Committee and the Intake/Assessment Advisory Committee.

#### **Task 3.1 Service Needs/Risk Assessment Tool Benchmarking Research**

Based on the list of assessment tools identified in the SIP (CAIS, COMPAS, LC/LSI) for sentenced inmates, RDA will interview up to 6 counties, 2 per assessment tool, to examine the benefits and challenges of each assessment tool. RDA will also inquire about how pre-trial inmates are assessed for service needs. RDA will work with the Steering Committee to identify and review three counties. For sentenced inmates, RDA will submit a summary report describing the pros and cons of each tool, level of staffing required for administration, and associated costs. For pre-trial inmates, RDA will include a summary of how other counties manage pre-trial service needs/risk assessment. The report will be provided to the Advisory Committee for feedback and recommendations.

#### **Task 3.2 Review and Selection of Assessment Tools for Sentenced and Pre-trial Inmates**

Based on the results of the research, RDA will provide a summary report of the tools identified in the SIP, pre-trial information, and recommendations from the Advisory Board to the Steering Committee for review. RDA will also facilitate a decision-making process with the Steering Committee to make the final selection for the sentenced inmate tool and decision to select, adapt, or create a pre-trial assessment tool.

#### **Task 3.3 Development of an Implementation Plan for the Sentenced Inmates Assessment Tool**

RDA will work with the Advisory Committee to identify the operational needs and implications for implementation of the sentenced inmates service needs/risk assessment. This includes processes and protocols for administration, identification of training and resource needs, and reassessment of housing assignment based on the results of the assessment. RDA will develop an implementation workplan that outlines tasks, resources, and training needed for implementation with an associated timeline. The workplan will guide the work of the Advisory Committee and Work Teams for this strategy.

#### **Task 3.4 Development of an Implementation Plan for the Pre-trial Service Needs/Risk Assessment Tool**

Based on the results of the research and decision-making process, RDA will prepare an implementation plan that will outline the actions, resources, and timeline for implementing, adapting, or creating a pre-trial service needs/risk assessment tool. The workplan will guide the work of the Advisory Committee and Work Teams for this strategy.

#### **Task 3.5 Development of Policies and Procedures for the Sentenced Inmates Assessment Tool**

RDA will work with the Advisory Committee to develop policies and procedures based on the Advisory Committee recommendations and vet draft policies and procedures with the Steering Committee for input, review, and approval.

\*Depending on the research, decisions, and workplan regarding the pre-trial assessment tool, RDA can prepare an additional scope of work to guide the creation, adaptation, and/or implementation of the pre-trial assessment tool.

#### **Deliverables**

- ❖ Service Needs/Risk Assessment Benchmarking Research Report

- ❖ Implementation Plan for Sentenced Inmates Service Needs/Risk Assessment Tool
- ❖ Implementation Plan for Pre-Trial Inmates Service Needs/Risk Assessment Tool
- ❖ Policies and Procedures for Sentenced Inmates Service Needs/Risk Assessment Tool

**San Mateo County Sheriff's Office**

Deliverable	2013				Staff Hours			Fee Structure	
	Project Quarter				Roberta	Diana	Research	Total Hours	Total Cost
	1	2	3	4	Chambers (\$150/hr)	Sanders (\$125/hr)	Associate (\$100/hr)		
<b>Implementation- Service Needs/Risk Assessment</b>									
Benchamrking Research (6 Counties)					2	6	20	28	\$3,050
Development of Recommendations					1	8	6	15	\$1,750
Service Needs/Assessment Summary Report					2	4	12	18	\$2,000
Implementation Plan- Sentenced Inmates Assessment					2	10	4	16	\$1,950
Implementation Plan- Pre-trial Inmates Assessment					4	12	4	20	\$2,500
Policies and Procedures Development					4	10	30	44	\$4,850
<b>Grand Total</b>					<b>15</b>	<b>50</b>	<b>76</b>	<b>141</b>	<b>\$16,100</b>

#### **IV. Strategy Area C: Case Management**

Key to the SIP is the idea that the San Mateo County Adult Correctional Facilities will provide a continuum of care throughout an inmates' stay, guided by case managers when requested. Strategy Area C describes case management availability for all inmates. This scope of work describes the preparatory activities for case management implementation. This section includes working with the Steering Committee and the Continuum of Care Advisory Committee.

##### **Task 4.1 Case Management Benchmarking Research**

RDA will support the Steering and Advisory Committee by reviewing three other counties that provide case management services and pose key questions about the case management model(s) applied, benefits and challenges of case management, and funding. RDA will work with the Steering Committee to identify the three counties that have implemented case management systems and submit a summary report to the Advisory and Steering Committees for feedback and discussion.

##### **Task 4.2 Case Management Literature Review**

RDA will conduct a literature review of case management models paying particular attention to evidence based and promising case management practices in correctional settings. This information will be provided in a summary report to the Advisory and Steering Committees for feedback and discussion.

##### **Task 4.3 Developments of Case Management Recommendations**

RDA will work with the Advisory Committee to review the information from tasks 3.1 and 3.2 and develop recommendations for the adoption of case management models. While we anticipate the Advisory Committees working independently, RDA can be available to facilitate the development of recommendations for the Steering Committee.

##### **Task 4.4 Review and Selection of Case Management Model(s)**

Based on the results of the research and Advisory Committee discussion, RDA will provide a summary report of case management options and recommendations from the Advisory Committee. RDA will also facilitate a decision-making process with the Steering Committee to make the final selection for case management model(s).

##### **Task 4.5 Development of an Implementation Plan for Case Management**

RDA will work with the Advisory Committee to identify the operational needs and implications for case management. This includes processes and protocols for service delivery, identification of training and resource needs, and tools needed. RDA will develop an implementation workplan that outlines tasks, resources, and training needed for implementation with an associated timeline. The workplan will guide the work of the Advisory Committee and Work Teams for this strategy.

##### **Task 4.6 Development of Case Management Tools**

RDA will work with the Advisory Committee to develop the tools needed for case management (i.e. case plan, documentation) and vet draft tools with the Steering Committee for input, review, and approval.

##### **Task 4.7 Development of Case Management Policies and Procedures**

RDA will work with the Advisory Committee to develop policies and procedures based on the Advisory Committee recommendations and vet draft policies and procedures with the Steering Committee for input, review, and approval.

**Deliverables**

- ❖ Case Management Benchmarking Research Report
- ❖ Case Management Literature Review
- ❖ Implementation Plan for Case Management
- ❖ Case Management Tools
- ❖ Case Management Policies and Procedures





*San Mateo County Sheriff's Office*

<i>Deliverable</i>	2013				Staff Hours			Fee Structure	
	<i>Project Quarter</i>				<i>Roberta</i>	<i>Diana</i>	<i>Research</i>	<i>Total Hours</i>	<i>Total Cost</i>
	1	2	3	4	<i>Chambers</i>	<i>Sanders</i>	<i>Associate</i>		
					(\$150/hr)	(\$125/hr)	(\$100/hr)		
<i>Implementation- Case Management</i>									
Benchmarking Research (3 Counties)					1	3	10	14	\$1,525
Literature Review					2	2	10	14	\$1,550
Development of Recommendations					1	8	6	15	\$1,750
Case Management Summary Report					2	4	12	18	\$2,000
Implementation Plan- Case Management					2	10	4	16	\$1,950
Tool Development					2	4	10	16	\$1,800
Policies and Procedures Development					8	6	30	44	\$4,950
<b>Grand Total</b>					<b>18</b>	<b>37</b>	<b>82</b>	<b>137</b>	<b>\$15,525</b>

## **V. Strategy Area D: In-Custody Programming**

Strategy Area D describes strategies to improve jail programs and services and promote alignment with best practices. This strategy area also supports the development of incentives and requests for access to programs outside of an assigned housing pod. This section includes working with the Steering Committee and the Continuum of Care Advisory Committee.

### **Task 5.1 Development of Program Schedules**

Utilizing the catalog of programs and services currently offered in the San Mateo Adult Corrections Facilities and assembled in the Strategic Implementation planning process, RDA will work with Advisory Committee and Work Group members to identify the array of programs and services currently available in each pod. RDA will work with the Advisory Committee to develop a set of program schedules for each pod that categorize the mix of available reform, reentry, and activity-based programs and services. These program schedules will form the basis for the development of recommendations and will be provided to the Steering Committee for review.

### **Task 5.2 Development of Program Recommendations**

RDA will work with the Advisory Committee to review the program schedules, identify program development needs in each pod, and form recommendations for program expansion, enhancement, and development. Based on Steering Committee feedback, this may also include program incentives. This may include implementing a program from one pod in another pod or identifying a new program that is not currently available in any pod. RDA will ensure that Advisory Committee and Work Group members have access to the research already conducted by the SIP Subcommittees that includes program research and program development recommendations.

### **Task 5.3 Review and Selection of In-Custody Programs**

Based on the results of the research and Advisory Committee discussion, RDA will provide a summary report of program recommendations from the Advisory Committee. RDA will also facilitate a decision-making process with the Steering Committee to determine and prioritize programs for expansion, enhancement, and new program development.

### **Task 5.4 Development of an Implementation Plan for In-Custody Programs**

RDA will work with the Advisory and Steering Committees to identify the operational needs and implications for program expansion and development. This includes processes and protocols for service delivery, identification of training and resource needs, and tools needed. RDA will develop an implementation workplan that outlines tasks, resources, and training needed for implementation with an associated timeline. The workplan will guide the work of the Advisory Committee and Work Teams for this strategy. We anticipate that this is likely to be a multi-year implementation plan with program development occurring incrementally.

## **Deliverables**

- ❖ Current Program Schedules
- ❖ Summary Report of Advisory Committee Recommendations
- ❖ Implementation Plan for In-Custody Programs



*San Mateo County Sheriff's Office*

Deliverable	2013				Staff Hours			Fee Structure	
	Project Quarter				Roberta	Diana	Research	Total Hours	Total Cost
					Chambers	Sanders	Associate		
	I	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)		
<i>Implementation- In-Custody Programming</i>									
Development of Program Schedules					2	4	16	22	\$2,400
Development of Recommendations					4	16	16	36	\$4,200
Programs and Services Summary Report					4	12	20	36	\$4,100
Implementation Plan- In-Custody Programs					6	20	4	30	\$3,800
<b>Grand Total</b>					<b>16</b>	<b>52</b>	<b>56</b>	<b>124</b>	<b>\$14,500</b>

## **VI. Strategy Area E: Reentry and Transition Planning**

Strategy Area E describes ways to strengthen existing reentry and transition planning currently available and develop tools to assist case managers and all inmates with reentry. This scope of work describes the process to prepare for implementing enhancements to reentry and transition planning. This section includes working with the Steering Committee and the Continuum of Care Advisory Committee.

### **Task 6.1 Reentry Benchmarking Research**

RDA will support the Steering and Advisory Committees by reviewing at least three other counties that use a multi-disciplinary model with strong community linkages for reentry planning to identify current practices, benefits and challenges, and any lessons learned. RDA will also ask about reentry tools used and request copies, if possible. RDA will work with the Steering Committee to identify the three counties that use a multi-disciplinary team approach and submit a summary report to the Advisory and Steering Committees for feedback and discussion.

### **Task 6.2 Development of Reentry and Transition Planning Recommendations**

RDA will work with the Advisory Committee to review the information from task 5.1 and the current reentry processes to develop recommendations for the multi-disciplinary team with an emphasis on post-release community linkages. While we anticipate the Advisory Committees working independently, RDA can be available to facilitate the development of recommendations for the Steering Committee.

### **Task 6.3 Review and Selection of Reentry and Transition Planning Approaches**

Based on the results of the research and Advisory Committee discussion, RDA will provide a summary report of the research and recommendations from the Advisory Committee. RDA will also facilitate a decision-making process with the Steering Committee to make a final decision about which approaches to adopt.

### **Task 6.4 Development of an Implementation Plan for Reentry and Transition Planning**

RDA will work with the Advisory Committee to identify the operational needs and implications for selected actions. This includes processes and protocols for planning enhancements to the multi-disciplinary team, and strengthening community linkages, the identification of training and resource needs, and tools. RDA will develop an implementation workplan that outlines tasks, resources, and training needed for implementation with an associated timeline. The workplan will guide the work of the Advisory Committee and Work Teams for this strategy.

### **Task 6.5 Development of Reentry Tools**

RDA will work with the Advisory Committee to develop the tools identified in the SIP, including the Reentry Planning Checklist, Post-Release Financial Obligations Screening/Assessment Tool, and Entitlement Eligibility Checklist. We will vet draft tools with the Steering Committee for input, review, and approval.

### **Task 6.6 Development of Reentry Policies and Procedures**

RDA will work with the Advisory Committee to develop policies and procedures based on the approaches and next steps selected. We will vet draft policies and procedures with the Steering Committee for input, review, and approval.

## **Deliverables**

- ❖ Reentry Benchmarking Research Report
- ❖ Implementation Plan for Reentry and Transition Planning

- ❖ Reentry Tools
- ❖ Reentry Policies and Procedures

*San Mateo County Sheriff's Office*

San Mateo County Sheriff's Office					2013			Staff Hours			Fee Structure	
Deliverable	Project Quarter				Roberta Chambers	Diana Sanders	Research Associate	Total Hours	Total Cost			
	1	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)					
Implementation- Reentry and Transition Planning												
Benchmarking Research (3 Counties)					1	3	10	14	\$1,525			
Development of Recommendations					1	8	6	15	\$1,750			
Reentry and Transition Planning Summary Report					2	4	12	18	\$2,000			
Implementation Plan- Reentry and Transition Planning					1	12	4	17	\$2,050			
Tool Development					4	8	14	26	\$3,000			
Policies and Procedures Development					6	6	30	42	\$4,650			
Grand Total					15	41	76	132	\$14,975			

## **Evaluation**

One of the gaps identified in the Gap Analysis was the absence of ongoing, rigorous program evaluation to assess program and service effectiveness. This process can inform stakeholders about the degree to which strategies are being implemented as planned and the extent to which programs and services are effective and meeting their intended goals. Ultimately, the purpose of evaluation is to generate findings that are useful, highlight the strength of the programs and services, and help identify areas that can be improved.

## **Evaluation Planning**

RDA approaches evaluation as a collaborative process that begins with the evaluation design process. The purpose of the evaluation-planning phase is to develop a framework that will guide the evaluation moving forward.

The evaluation plan will include methods for evaluation of current services and how to include new programs and services as they become available.

### **Task 1.1 Project Launch**

During the project launch meeting, RDA will meet with the Sheriff's Office and the Steering Committee to review the agreed upon scope of work and promote a shared understanding of project objectives, timelines and deliverables. We will also use this time to discuss any additional program history, identify data needs, and confirm the vision for programs and services described in the SIP.

### **Task 1.3 Development of Evaluation Questions**

All evaluation efforts require identification of questions to be answered by the evaluation. This generally includes topics related to program effectiveness and efficiency. The first step in any evaluation planning process is to identify the evaluation questions to be answered. RDA will work with the Steering Committee to identify key evaluation questions that are aligned with the goals of the SIP and provide information for key decision-making activities.

### **Task 1.2 Review of Available Data and Documentation**

RDA will gather and review any general information and available data specifically related to current programming in the San Mateo Adult Correctional Facilities. The aim of this inquiry is to discover how current programs and services are addressing the needs of the inmates, determine how the programs and services align with best practices, and understand what data is currently being collected and how.

### **Task 1.3 Develop Understanding of Current Program Goals and Activities**

RDA will work with the Steering Committee to identify key leadership and program staff that can provide information about the specific program goals, objectives, and activities. This will provide foundational information for the logic model work session.

### **Task 1.4 Logic Model Development**

RDA uses logic models to illustrate the relationship between program's activities (processes), intended consequences (outcomes) and long-term goals (impacts). RDA's approach to logic model development is a collaborative one and will require work sessions with committee members and program staff that can inform the evaluation planning process. Following the review of available data and documentation and key informant interviews, RDA will facilitate a half-day workshop with program managers and identified leadership to develop program-level logic models. During the worksession, we will provide training on evaluation and logic model development and facilitate activities where participants develop program-level logic models for their respective programs. We will then take the information from the work sessions to finalize the program logic models and develop a systems-level logic model for the Adult Correctional Facilities programs and services.

### **Task 1.5 Tool Development**

To conduct a program evaluation, it is typical to design a set of tools in order to collect the requisite data. This could include surveys, focus group protocols, or other measures designed to collect data. The tools required for any evaluation are determined by the evaluation questions and RDA will work with appointed Sheriff's Office staff to design the appropriate templates for this effort, keeping in mind that both current programs and those yet to be implemented will be evaluated.

### **Task 1.6 Evaluation Plan**

The evaluation plan will include:

- ❖ Purpose of the evaluation, intended audience(s) and their decision-making needs
- ❖ Research questions that are to be answered through the evaluation
- ❖ Data needed to conduct the evaluation, any gaps, and plans for addressing these
- ❖ Specific methodology for data collection, including appropriate consideration of confidentiality, informed consent and assent, sampling, and timelines
- ❖ Anticipated challenges or obstacles to completing the evaluation and management strategies to prevent or mitigate the impact of these challenges
- ❖ Dissemination plan that considers the intended audience, timeline, and available resource
- ❖ Reporting/Dashboard Template

### **Deliverables**

- ❖ Evaluation Plan

\*We anticipate that evaluation of current programs and services would immediately follow the evaluation-planning phase. Using this framework, new programs and services could be included in the evaluation at agreed upon intervals or be timed to coincide with the opening of the new jail.





*San Mateo County Sheriff's Office*

Deliverable	2013				Staff Hours			Fee Structure	
	Project Quarter				Roberta Chambers	Program Associate	Research Associate	Total Hours	Total Cost
	1	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)		
<i>Evaluation: Evaluation Planning</i>									
Project Launch Meeting					4	6	4	14	\$1,750
Development of Evaluation Questions					1	4	4	9	\$1,050
Review of Available Data and Documentation					1	4	15	20	\$2,150
Key Informant Interviews (6)					1	4	20	25	\$2,650
Logic Model Development- Work Session					12	14	14	40	\$4,950
Logic Model Development- Finalization					4	10	24	38	\$4,250
Tool Development					2	6	18	26	\$2,850
Draft and Final Evaluation Plan					4	16	24	44	\$5,000
<b>Grand Total</b>					<b>29</b>	<b>64</b>	<b>123</b>	<b>216</b>	<b>\$24,650</b>

\* This workplan represents the costs for the evaluation planning in the first year of the project. Costs for current and developing program evaluation will be determined once the planning is complete.

## **Inmate Assessment**

In preparation for the implementation of the SIP, it would be helpful to gain a better understanding of the make-up of the current inmate population. Inmate histories can provide San Mateo with information that will include, but not be limited to:

- Involvement with substance abuse,
- Mental and behavior health issues,
- Previous traumas,
- Veteran status,
- Experience with domestic violence, and
- Educational and vocational backgrounds.

### **Task 1.1 Development of Inmate Survey and Administration Protocols**

To adequately understand the make-up of the current inmate population, RDA will develop an inmate survey to be administered in selected pods within the San Mateo Adult Correction Facilities. The survey will include questions that will allow San Mateo County to understand the needs of its current inmate population and can inform the decision making processes of the Steering and Advisory Committees.

### **Task 1.2 Survey Administration**

RDA will create a protocol for survey administration and will work with San Mateo Sheriff's Office staff to ensure a thorough understanding of the approach to delivering the surveys. Once the survey and administration training are complete, Sheriff's Office staff will administer the surveys and be present in each pod throughout the survey administration period. Sheriff's Office staff presence can assure respondents about the anonymity of the surveys, answer any questions the inmates may have and encourage inmates to provide the most accurate answers possible.

### **TASK 1.3 Data Analysis and Reporting**

Once the data is collected, RDA will analyze the data and submit a summary report for review.

### **Deliverables**

- ❖ Inmate Survey
- ❖ Survey Administration Protocols and Training
- ❖ Data Analysis and Summary Report

[illegible]

San Mateo County Sheriff's Office				2013			Staff Hours			Fee Structure	
Deliverable	Project Quarter				Roberta Chambers	Diana Sanders	Research Associate	Total Hours	Total Cost		
	I	2	3	4	(\$150/hr)	(\$125/hr)	(\$100/hr)				
Implementation- Inmate Assessment											
Development of Inmate Survey Questionnaire					2	6	10	18	\$2,050		
Development of Survey Administration Protocols					1	3	3	7	\$825		
Meeting with SMCSO Staff to Review Administrative Protocols					0	4	4	8	\$900		
Data Analysis					1	2	40	43	\$4,400		
Prepare Summary Report					2	8	12	22	\$2,500		
								0			
Grand Total					6	23	33	62	\$10,675		

## EXHIBIT B - PAYMENTS AND RATES

*In consideration of the services provided by Contractor in Exhibits A and A-1, County shall pay Contractor based on the following fee schedule:*

<b>I. Year One</b>	<b>Deliverable</b>	<b>Total Cost</b>
Phase I	Phase I, Implementation and ongoing support	\$36,000.00
Phase II	Communications	23,175.00
Phase III	Inmate Assessment	10,675.00
Phase IV	Service Needs / Risk Assessment	16,100.00
Phase V	Case Management	15,525.00
Phase VIII	Evaluation planning	24,650.00
<b>II. Year Two</b>		
Phase I	Implementation Support	23,850.00
Phase II	Communications	15,450.00
Phase VI	In-Custody Programming	14,500.00
Phase VII	Reentry and Transition	14,975.00
Phase VIII	Evaluation of current programs	*TBD
<b>III. Year Three</b>		
Phase I	Implementation Support	11,925.00
Phase II	Communications	7,750.00
Phase VIII	Ongoing Evaluation	*TBD
<b>Grand Total</b>		<b>\$214,575.00</b>

\*Costs for program evaluation cannot be determined until the evaluation planning is completed.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

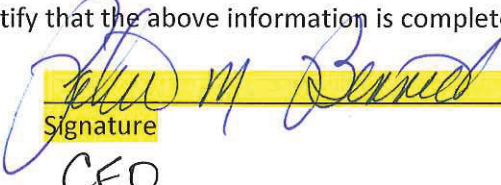
PATRICIA MARRONE BENNETT, Ph.D.  
Name of 504 Person - Type or Print

RESOURCE DEVELOPMENT ASSOCIATES  
Name of Contractor(s) - Type or Print

230 - 4<sup>TH</sup> STREET  
Street Address or P.O. Box

OAKLAND, CA 94607  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

  
Signature

CEO  
Title of Authorized Official

4/29/2013  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT II**  
**COUNTY OF SAN MATEO**  
**CONTRACTOR'S DECLARATION FORM**

**I. CONTRACTOR INFORMATION**

CONTRACTOR NAME: RESOURCE DEVELOPMENT ASSOCIATES PHONE: 510-488-4345 x 105  
CONTACT PERSON: Patricia Marrone Bennett Ph.D. FAX: \_\_\_\_\_  
ADDRESS: 230 – 4<sup>th</sup> Street  
Oakland, CA 94607

**II. EQUAL BENEFITS** (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for less than \$100,000
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

Patricia M. Bennett, Ph.D.  
SIGNATURE

4-29-2013  
DATE

Patricia M. Bennett  
PRINTED NAME

CEO  
TITLE



## **ATTACHMENT IP**

### **INTELLECTUAL PROPERTY RIGHTS**

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule IP to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

*(rev. 8/08)*

## ATTACHMENT H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

#### **DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. **Electronic Protected Health Information.** “Electronic Protected Health Information” (“E PHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **Individual.** “Individual” shall have the same meaning as the term “individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.
- g. **Secretary.** “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **Security Incident.** “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR**

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.



- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### **OBLIGATIONS OF COUNTY**

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.

- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

#### **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

#### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

#### **MISCELLANEOUS**

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor