

# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND COUNTY OF SAN FRANCISCO

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COUNTY OF SAN FRANCISCO, hereinafter called "Contractor", and both collectively referred to as "the Parties";

### **WITNESSETH:**

***WHEREAS**, Contractor shall provide for the care and confinement of County inmates in a Secure Reentry Program Facility (SRPF) pod for the purposes of participating in Contractor's Five Keys Charter School program;*

***WHEREAS**, the Five Keys Charter School educates inmates and ex-offenders within the jail and post-release systems in a pro-social environment by providing high school classes and access to community-based programs that provide recovery, parenting, and work skills; and*

***WHEREAS**, Contractor has the expertise and capabilities necessary to provide housing and associated services for County's inmates.*

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

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

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Services
- Exhibit B - Payments and Rates

#### **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 Exhibit A.

#### **3. PAYMENTS**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$197,100.00)**.

#### **4. TERM AND TERMINATION**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 1, 2014** through **DECEMBER 31, 2014**.

This Agreement may be terminated by Contractor, the Sheriff, or Sheriff's designee 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 County and shall be promptly delivered to County. Upon termination, 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**

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 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **7. HOLD HARMLESS**

7.1. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## 7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (“IP Rights”) except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section 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 County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. INSURANCE**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

9.1 Workers’ Compensation and Employer’s Liability Insurance. Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

9.2 Liability Insurance. Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability ..... \$1,000,000
- (b) Motor Vehicle Liability Insurance ..... \$1,000,000
- (c) 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

## 10. **COMPLIANCE WITH LAWS**

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 (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that 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**

- 11.1. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- 11.2. *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 upon request.
- 11.3. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- 11.4. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by:
    - offering the same benefits to its employees with spouses and its employees with domestic partners.
    - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
  - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- 11.5 *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- 11.6 *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
  - Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- 11.7 *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 the following:
- 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; and/or
  - 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 Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement 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.

**12. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

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

- 13.1. Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- 13.2. 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 County.
- 13.3. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. MERGER CLAUSE & AMENDMENTS**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments 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, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. 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 under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

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

San Francisco County Sheriff's Department  
ATTN: Undersheriff Ellen Brin  
City Hall Room 456  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Telephone: (415) 554-7225  
Email: ellen.brin@sfgov.org

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

San Mateo County Sheriff's Office  
ATTN: Assistant Sheriff Trisha Sanchez  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 363-4045  
Email: tsanchez@smcgov.org

**17. ELECTRONIC SIGNATURE**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:             If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:       If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.



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

**COUNTY OF SAN MATEO**  
*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CLERK OF SAID BOARD

**COUNTY OF SAN FRANCISCO**  
*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

DATE: \_\_\_\_\_

(Revised 7/1/13)

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# EXHIBIT A - SERVICES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COUNTY OF SAN FRANCISCO

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

### DEFINITIONS:

"SMCSO" may alternatively be used in place of "County".

"County of San Francisco" or "SFSD" may alternatively be used in place of "Contractor".

Inmates transferred from San Mateo County to County of San Francisco or SFSD are hereinafter referred to as "County inmates".

### 1. **OBJECTIVE**

Contractor shall provide for the care and confinement of County inmates in a Secure Reentry Program Facility (SRPF) pod for the purposes of participating in the Five Keys Charter School program. Services shall be provided at the San Francisco Sheriff's Department Jail facilities for male and female inmates.

Under California AB109 Public Safety Realignment of 2011:

- (a) Upon agreement with the sheriff and approval by the board of supervisors, the sheriff may enter into a contract with San Francisco Sheriff's Department to house inmates for the purpose of inmate programming, reentry and community transition purposes.
- (b) When housed in county facilities, inmates shall be under the legal custody and jurisdiction of local county facilities and not under the jurisdiction of the Department of Corrections and Rehabilitation.

### 2. **SERVICES**

- 2.1 Contractor shall provide for the care, confinement, and security of sentenced inmates (herein referred to as "County inmates"), previously in the care of County, in accordance with all state laws, standards, regulations, policies, procedures and court orders applicable to Contractor's facilities.
- 2.2 Contractor agrees to provide up to four (4) beds per day as part of the County's pilot program with Contractor's Five Keys Charter School program.
- 2.3 County inmates housed in Contractor's facilities remain under the legal custody of County, and physical custody of Contractor.
- 2.4 Contractor agrees to staff detention facilities to ensure County inmates are supervised and provided program services, but only to the extent and in the same manner currently provided to Contractor's inmates.
- 2.5 County will select and assign male and female inmates to Contractor's Five Keys Charter School program. County will, prior to assignment, disclose complete inmate classification history, in-custody disciplinary history, proper detainer, and medical records to Contractor. Contractor retains the right to exclude specific individual inmates for security reasons, medical issues requiring excessive inpatient health care, excessive out-patient health care as determined by Contractor and its health services contractor, or for any reason Contractor deems appropriate based upon the inmates history and records. Contractor retains the right to determine exclusion of such inmates at the time of assignment or at any point during their incarceration at Contractor's facility.

- 2.6 County inmates whose behavior proves to be unmanageable, as determined by Contractor in its sole discretion will be removed by County upon the telephonic and/or e-mail request of Contractor's Facility Commander when such request is accompanied by a Contractor's Disciplinary Report or Criminal Report. County agrees to remove the subject inmate within three (3) working days of notification, and shall bear all costs associated with that inmate's return to County's detention facility.

### **3. MEDICAL CARE**

- 3.1 Contractor shall provide County inmates with the full range of medical care available **inside** the Contractor's facility. The level of care inside the facility will be the same as that provided to Contractor's inmates and all other contract inmates residing within Contractor's facility.
- 3.2 Contractor is financially responsible for all medical care provided **inside** the facility to County inmates. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to County inmates. The cost of all of the above-referenced medical care is covered by the charged County's per diem rate. However, if dialysis or any other non-routine medical equipment or life-saving medical procedure is provided within the facility, as determined by Contractor and its health services contractor, County will be required to pay for the cost of that service, which shall be preapproved, except in the event of an emergency, and included in the monthly invoice described in Exhibit B.
- 3.2.1. Contractor is responsible for all associated medical record keeping.
- 3.2.2. Contractor shall conduct Tuberculosis (TB) testing in accordance with the latest Centers for Disease Control (CDC) Guidelines and document the result in County inmate's medical record. Purified Protein Derivative (PPD) skin tests will be utilized by Contractor and will be conducted during County inmate's medical pre-screening upon arrival at Contractor's facility. These test results will be read between 48 and 72 hours after the test is initialized.
- 3.2.3. Contractor will notify County of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect prior transports or future scheduled transports so that protective measures may be taken by County.
- 3.2.4. County inmates residing at Contractor's facility may be charged a medical co-payment by Contractor. County is not responsible for medical co-payments and will not be billed for these costs. County inmates are responsible for all co-payments unless found to be indigent.
- 3.3 County is financially responsible for all medical care provided **outside** of Contractor's facility to County inmates. County, not Contractor, will be billed directly by the medical care provider.
- 3.3.1. "Outside medical care" is defined as the hospitalization or referral of an inmate to a hospital or medical provider for services not provided by Contractor inside Contractor's facility.

- 3.3.2. While a County inmate is in the physical custody of Contractor, Contractor shall be deemed to be the receiver of medical information pursuant to the Health Insurance Portability and Accountability Act of 1996.
- 3.3.3. When necessary, Contractor will provide transport and security of County inmates to and from medical care facilities within the County of San Francisco. Contractor will provide security for County inmates for outpatient medical services. If County inmates are admitted to the medical facility, County will be responsible for security for the inmates during their medical stay outside of Contractor's facility.
- 3.3.4. All **outside** medical care provided to County inmates must be timely and pre-approved by County, except in the event of an emergency. In the event of an emergency, Contractor and its contract health provider will proceed immediately with necessary medical treatment. In such an event, Contractor will notify County no later than 5 pm on the next business day regarding the nature of County inmate's illness or injury as well as the types of treatment provided.
- 3.3.5. Inmates under the custody and control of Contractor who receive medical treatment, and the associated bill for such treatment, from an outside medical provider will be charged equally whether a County inmate or inmate of Contractor. County will be responsible for the outside medical payment and shall not be subject to additional fees based on the contract status of the inmate. County shall be responsible for any costs of hospitalizations pursuant to court orders under California Penal Code sections 4011 and 4011.5 regarding inmate hospitalizations.

#### **4. RECEIVING AND DISCHARGING CONTRACT COUNTY INMATES**

- 4.1 Except as otherwise provided for in this Agreement, County is responsible for any and all transportation of prisoners subject to this Agreement at County's sole expense, including but not limited to transportation occurring prior to Contractor receiving County inmates and after Contractor discharges County inmates, as well as for any and all required court appearances or other legally mandated transportation.
- 4.2 Contractor agrees to accept County inmates only upon presentation by an authorized member of County with proper credentials and proper documentation from a court committing the inmate to serve time in County jail, and upon receipt of inmate classification history, in-custody disciplinary history, proper detainer, and medical records. Absent extraordinary circumstances, Contractor shall not relocate a County inmate from one facility to another under Contractor's control not named in this Agreement without permission of County.
- 4.3 Contractor agrees to only release County inmates to authorized representatives of County, via valid removal order, or to a federal law enforcement designee (e.g., Drug Enforcement Administration, Immigration and Customs Enforcement).

#### **5. CAPACITY RELEASE**

Contractor shall not be restricted in releasing County inmates pursuant to the capacity release policies set by Contractor. Contractor will give reasonable notice to County of impending capacity limits that would cause the early release of County inmates. County shall transport all inmates scheduled for capacity release from Contractor to County's jail or to another appropriate facility to serve the remainder of their sentence.

**6. TRANSPORT AND RELEASE**

County agrees to be responsible for the transportation of all inmates to and from County. County agrees to transport County inmates from Contractor's facility to County's facility prior to their release from custody.

**7. INMATE DISCIPLINE**

County inmates assigned to Contractor's facility will be required to follow all applicable Inmate Rules and Regulations established by Contractor. The administration of discipline to County inmates and any resultant appeals by County inmates will be handled by Contractor's staff in accordance with the provisions in place for Contractor's inmates.

**8. SPECIAL NOTIFICATIONS**

Contractor shall notify County of any activity by a County inmate which would likely result in litigation or alleged criminal activity. Contractor will notify County of any criminal proceedings in which an inmate from County is named as a suspect in San Francisco County which could adversely affect pending release or calculated release time keeping issues related to the inmate's release.

**9. INMATE ACCOUNT / TRUST FUNDS**

When a County inmate is placed in Contractor's facility, County shall provide that County inmate's current available account/trust fund balance, in the form of a check payable to the County Inmate but addressed to the "County of San Francisco", in the amount due to the County inmate within seven (7) business days of the County inmate's transfer unless an alternate location is directed by the County.

**10. INMATE WORK AND PROGRAMS**

In accordance with the expectations of County, Contractor shall provide the below detailed goals for County inmate reentry pod programs. Contractor shall provide reports to County with respect to these goals as detailed below. In the event that, after reviewing these reports and discussing any concerns with the appropriate Contractor staff, County determines that deficiencies exist in meeting the goals stated herein, County may request that Contractor provide a Corrective Plan of Action for resolving these deficiencies and updates of these Plans of Action shall be provided to County on a monthly basis until such deficiencies are resolved. The goals and associated reports shall be as follows:

10.1 County inmates will be assessed, upon arrival at Contractor's facility, by a multidisciplinary team of case workers. The assessment will include the inmate's substance abuse, educational and vocational needs. Based on the assessment, Contractor will coordinate with each County inmate to develop and implement an individual reentry plan to address their offense related behavior. In-custody programming will be conducted through Contractor. The programming will include but is not limited to:

- Education: Delivered by the Contractor (Sheriff's Five Keys Charter School), a year round accredited charter high school.
- Substance Abuse: Provided through Contractor's Adult Probation Department contracted service providers.
- Pre-Employment Training: Vocational and pre-employment training will be provided through local community-based providers.
- Religious Services: provided in the same manner as provided to County inmates.

- Cognitive Behavioral Therapy Programs (i.e., Criminal Thinking, Anger Management, and Family Relationships)
- Victim Offender Education: Addressed through local community-based providers.

## **11. INMATE ACCOUNT DEDUCTIONS (RESTITUTION) COLLECTION AND ACCOUNTING**

- 11.1 The Contractor shall be responsible for collecting restitution from the wages and account deposits of County inmates who owe restitution, pursuant to Penal Code Section 2085.5, as further detailed in regulations Title 15 Section 3097.
- 11.2 The current restitution amount deducted is 50%, plus an administrative fee of 10% of the restitution deduction, for a maximum deduction of 55% of the inmate's wages and deposits, taking into consideration Title 15, Section 3097(j) exemptions from the above deductions.
- 11.3 A Direct Restitution payment from outside the facility received as a "Restitution Only" payment will be applied 100% to the Victim's Direct Order &/or Fine waiving the Admin Fee. An inmate's request for a Voluntary payment from his Trust Account shall have the Admin Fee waived. Contractor shall accept checks from County to apply to County inmate's Restitution Victim Direct Order, Fine &/or Trust Account as instructed by County Inmate Account Branch (IAB) staff.
- 11.4 Contractor is responsible for satisfying County's restitution obligations under such regulations as they currently exist and as they may be amended in the future. Contractor shall provide existing staff and a computer with programming sufficient to perform all of the requirements specified for restitution account, collection and submission.
- 11.5 County shall provide Contractor the following:
- Inmate First & Last names
  - Inmate SMCSO Numbers
  - Restitution Victim Direct Order & Restitution Fine Numbers
  - Individual court assigned debt amount for each case assigned and individual balances of each inmate restitution debt
- 11.6 Contractor shall collect restitution debts beginning with the oldest dated Victim Direct Order first and resume collections until all Victim Direct Orders are paid in full as expressed in AB1505 (January 1, 2007). After all Victim Direct Orders have been satisfied, the Contractor shall begin collection on the oldest Restitution Fine first and resume collection until all Restitution Fines are satisfied. Contractor shall have a means set in the computer for update purposes for collections that County collects & informs the Contractor to update the inmate's balance owing. This transaction will not be a monetary exchange.
- 11.7 Contractor shall hold such funds in trust for County for the purposes set forth in said statute and regulations, and shall not commingle such funds with Contractor's own funds or with any other funds.
- 11.8 Contractor shall submit one check to County for restitution collections and administrative fees for the prior month attached to an itemized statement

reflecting individual collection amounts. Note- Victim Direct Orders & Fines may have the same case number but must be accounted for separately.

- 11.9 Contractor shall, at all times, keep an accurate and up-to-date accounting of all such funds and restitution information, and shall remit fund collections and associated inmate case information to County as directed. By the 10<sup>th</sup> of each month following collections, Contractor shall forward the amount of restitution and administrative fees to:

San Mateo County  
Sheriff's Office Fiscal Services  
400 County Center  
Redwood City, CA 94063  
Telephone: (650) 599-1728

- 11.10 The remittance shall include an itemized statement which includes the County (SMCSO) Number, Inmate First & Last names, designated Victim Direct Order(s) or Fine case number(s), individual collection date(s), individual restitution collection amount(s), and balance still owing shown by the Contractor. In addition, Contractor shall provide an accounting of all such funds to County at any time upon request. Contractor will send a copy of the itemized statement by electronic mail to County's designated group of recipients' and Contractor will furnish an Accounting/Restitution Contact person. County (SMCSO) contact:

Fiscal Services Bureau  
Mary Weston, Senior Accountant,  
(650) 599-1728 | mweston@smcgov.org

- 11.11 Any such restitution funds remaining in Contractor's possession at the end of the contract shall be remitted to County for proper disposition pursuant to said statute and regulations.

## 12. **INSPECTIONS**

County shall have the right to inspect and/or audit the Contractor's facility at its discretion. Contractor reserves the right to deny access during off hours (defined as the period before 8 a.m. and after 5 p.m.) to individuals not identified previously to them either in this Agreement or otherwise in writing. In such event, prior to denying authorization, Contractor shall first contact County staff for direction and/or approval authority. Contractor reserves the right to request proper identification prior to admission in all cases. Contractor requires 48 hour notice prior to an inspection.

## 13. **COUNTY CONTACT INFORMATION**

Contractor should direct questions or issues to the following County contacts for assistance:

<b>Billing / Payments:</b>	Fiscal Services Bureau Telephone: (650) 599-1728 Fax: (650) 599-7385
<b>Scope of Work / Performance:</b>	Program Services Manager Telephone: (650) 363-4654 Fax: (650) 599-7240
<b>General Contract Questions/Issues:</b>	Assistant Sheriff Trisha Sanchez Telephone: (650) 363-4045 Fax: (650) 599-1327

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# EXHIBIT B - PAYMENTS AND RATES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COUNTY OF SAN FRANCISCO

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*In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:*

### 1. RATES

1.1 The County agrees to reimburse Contractor for bed space as follows:

Daily Per Diem Rate	# of Inmates	Total (per day)
\$135	4	\$540

1.2 All services provided by Contractor to County under the terms of this Agreement are included in the daily per diem rate.

1.3 Contractor shall bill accordingly at actual beds per day occupied using the daily per diem rate.

1.4 The Parties may negotiate the daily per diem rate by the authority provided under Section 2910 of the California Penal Code.

1.5 All medication costs will be incurred by Contractor and is accounted for in the per diem rate. County inmates released will receive a two week supply of prescribed medication.