



Agenda

PUBLIC PROTECTION COMMITTEE

October 27, 2014

1:00 P.M.

651 Pine Street, Room 101, Martinez

Supervisor Federal D. Glover, Chair
Supervisor John Gioia, Vice Chair

Agenda Items:

Items may be taken out of order based on the business of the day and preference of the Committee

1. Introductions
2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).
3. APPROVE Record of Action from the July 28, 2014 meeting. **(Page 4)**
4. CONSIDER accepting a report on the Edward Byrne Memorial Justice Assistance Grant and Community Recidivism Reduction Grant programs and PROVIDE direction to staff as necessary. (Timothy Ewell, Committee Staff) **(Page 7)**
5. CONSIDER accepting a report from the County Reentry Coordinator on the status of discussions with the California Department of Corrections and Rehabilitation regarding establishment of programming for certain parolees within Contra Costa County. (Donte Blue, County Reentry Coordinator) **(Page 71)**
6. CONSIDER accepting a report on the review of the Alcoholic Beverage Commercial Sales ordinance (commonly referred to as the "Deemed Approved Ordinance") and PROVIDE direction to staff as necessary. (Bob Calkins, Conservation and Development Department) **(Page 95)**
7. CONSIDER accepting a report from the Sheriff's Office regarding the Inmate Telecommunications Request for Proposals process. (Assistant Sheriff Matthew Schuler, Sheriff's Office) **(Page 124)**
8. The next meeting is currently scheduled for November 24, 2014 at 1:00 PM.
9. Adjourn

The Public Protection Committee will provide reasonable accommodations for persons with disabilities planning to attend Public Protection Committee meetings. Contact the staff person listed below at least 72 hours before the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Public Protection Committee less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, 10th floor, during normal business hours.

Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact:

Timothy Ewell, Committee Staff
Phone (925) 335-1036, Fax (925) 646-1353
timothy.ewell@cao.cccounty.us

Acronyms, Abbreviations, and other Terms (in alphabetical order):

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB	Assembly Bill	HCD	(State Dept of) Housing & Community Development
ABAG	Association of Bay Area Governments	HHS	Department of Health and Human Services
ACA	Assembly Constitutional Amendment	HIPAA	Health Insurance Portability and Accountability Act
ADA	Americans with Disabilities Act of 1990	HIV	Human Immunodeficiency Syndrome
AFSCME	American Federation of State County and Municipal Employees	HOV	High Occupancy Vehicle
AICP	American Institute of Certified Planners	HR	Human Resources
AIDS	Acquired Immunodeficiency Syndrome	HUD	United States Department of Housing and Urban Development
ALUC	Airport Land Use Commission	Inc.	Incorporated
AOD	Alcohol and Other Drugs	IOC	Internal Operations Committee
BAAQMD	Bay Area Air Quality Management District	ISO	Industrial Safety Ordinance
BART	Bay Area Rapid Transit District	JPA	Joint (exercise of) Powers Authority or Agreement
BCDC	Bay Conservation & Development Commission	Lamorinda	Lafayette-Moraga-Orinda Area
BGO	Better Government Ordinance	LAFCo	Local Agency Formation Commission
BOS	Board of Supervisors	LLC	Limited Liability Company
CALTRANS	California Department of Transportation	LLP	Limited Liability Partnership
CalWIN	California Works Information Network	Local 1	Public Employees Union Local 1
CalWORKS	California Work Opportunity and Responsibility to Kids	LVN	Licensed Vocational Nurse
CAER	Community Awareness Emergency Response	MAC	Municipal Advisory Council
CAO	County Administrative Officer or Office	MBE	Minority Business Enterprise
CCHP	Contra Costa Health Plan	M.D.	Medical Doctor
CCTA	Contra Costa Transportation Authority	M.F.T.	Marriage and Family Therapist
CDBG	Community Development Block Grant	MIS	Management Information System
CEQA	California Environmental Quality Act	MOE	Maintenance of Effort
CIO	Chief Information Officer	MOU	Memorandum of Understanding
COLA	Cost of living adjustment	MTC	Metropolitan Transportation Commission
ConFire	Contra Costa Consolidated Fire District	NACo	National Association of Counties
CPA	Certified Public Accountant	OB-GYN	Obstetrics and Gynecology
CPI	Consumer Price Index	O.D.	Doctor of Optometry
CSA	County Service Area	OES-EOC	Office of Emergency Services-Emergency Operations Center
CSAC	California State Association of Counties	OSHA	Occupational Safety and Health Administration
CTC	California Transportation Commission	Psy.D.	Doctor of Psychology
dba	doing business as	RDA	Redevelopment Agency
EBMUD	East Bay Municipal Utility District	RFI	Request For Information
EIR	Environmental Impact Report	RFP	Request For Proposal
EIS	Environmental Impact Statement	RFQ	Request For Qualifications
EMCC	Emergency Medical Care Committee	RN	Registered Nurse
EMS	Emergency Medical Services	SB	Senate Bill
EPSDT	State Early Periodic Screening, Diagnosis and treatment Program (Mental Health)	SBE	Small Business Enterprise
et al.	et ali (and others)	SWAT	Southwest Area Transportation Committee
FAA	Federal Aviation Administration	TRANSPAC	Transportation Partnership & Cooperation (Central)
FEMA	Federal Emergency Management Agency	TRANSPLAN	Transportation Planning Committee (East County)
F&HS	Family and Human Services Committee	TRE or TTE	Trustee
First 5	First Five Children and Families Commission (Proposition 10)	TWIC	Transportation, Water and Infrastructure Committee
FTE	Full Time Equivalent	VA	Department of Veterans Affairs
FY	Fiscal Year	vs.	versus (against)
GHAD	Geologic Hazard Abatement District	WAN	Wide Area Network
GIS	Geographic Information System	WBE	Women Business Enterprise
		WCCTAC	West Contra Costa Transportation Advisory Committee



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

3.

Meeting Date: 10/27/2014

Subject: RECORD OF ACTION - July 28, 2014

Submitted For: PUBLIC PROTECTION COMMITTEE,

Department: County Administrator

Referral No.: N/A

Referral Name: RECORD OF ACTION

Presenter: Timothy Ewell, Committee Staff **Contact:** Timothy Ewell, (925)335-1036

Referral History:

County Ordinance requires that each County body keep a record of its meetings. Though the record need not be verbatim, it must accurately reflect the agenda and the decisions made in the meeting.

Referral Update:

Attached for the Committee's consideration is the Record of Action for its July 28, 2014 meeting.

Recommendation(s)/Next Step(s):

APPROVE Record of Action from the July 28, 2014 meeting.

Fiscal Impact (if any):

No fiscal impact. This item is informational only.

Attachments

July 28, 2014 Record of Action



Agenda

PUBLIC PROTECTION COMMITTEE

July 28, 2014

1:00 P.M.

651 Pine Street, Room 101, Martinez

Supervisor Federal D. Glover, Chair

Supervisor John Gioia, Vice Chair

Agenda Items:

Items may be taken out of order based on the business of the day and preference of the Committee

Present: Federal D. Glover, Chair
John Gioia, Vice Chair

Staff Present: Theresa B. Speiker, Chief Assistant County Administrator
Timothy M. Ewell, Senior Deputy County Administrator - Committee Staff
Terrance Cheung, District I Chief of Staff
Lindy Lavender, District IV Staff
Ed Diokno, District V Staff
Donna Maxwell, District II Staff
Kathy Ito, KMI Consulting, Inc.
Gladys Scott Reid, Human Resources Department
Trevor Koski, Deputy County Counsel
Mary Grant, Sheriff's Office - Inmate Welfare Fund
Chystine Robbins, Sheriff's Office

1. Introductions

Convene - 1:03 PM

2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).

No public comment.

3. APPROVE Record of Action from the June 23, 2014 meeting.

Approved as presented.

Chair Federal D. Glover, Vice Chair John Gioia

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

4. 1. ACCEPT report on the implementation of "Ban the Box" in Contra Costa County including the use of revised application submission process as this approach is consistent with neighboring counties, preparation of a Conviction Information for Applicants FAQ document that will be made available to employees and the public on the County's website

and potential requirement for all finalists for County positions be fingerprinted with the information being used solely to verify conviction information provided by the candidates.

2. PROVIDE direction to staff, as needed, on implementation of "Ban the Box" in Contra Costa County.

Approved as presented.

The Committee directed staff to forward comments to the Internal Operations Committee for further discussion and report to the Board of Supervisors at a future meeting date.

Vice Chair John Gioia, Chair Federal D. Glover

AYE: Chair Federal D. Glover, Vice Chair John Gioia

Passed

5. The next meeting is currently scheduled for August 25, 2014 at 1:00 PM.

The Committee directed staff to cancel the August meeting if there are no pending issues.

6. Adjourn

Adjourn - 1:38 PM

The Public Protection Committee will provide reasonable accommodations for persons with disabilities planning to attend Public Protection Committee meetings. Contact the staff person listed below at least 72 hours before the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Public Protection Committee less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, 10th floor, during normal business hours.

Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact:

Timothy Ewell, Committee Staff
Phone (925) 335-1036, Fax (925) 646-1353
timothy.ewell@cao.cccounty.us



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

4.

Meeting Date: 10/27/2014

Subject: Bureau of State and Community Corrections (BSCC) Grant Programs

Submitted For: David Twa, County Administrator

Department: County Administrator

Referral No.:

Referral Name: Bureau of State and Community Corrections (BSCC) Grant Programs

Presenter: Tim Ewell, (925) 335-1036 **Contact:** Tim Ewell, (925) 335-1036

Referral History:

The State Budget Act of 2014 (Chapter 25, Statutes of 2014) includes several new grant programs in the area of public safety for oversight by local government. Contra Costa County has received correspondence from the California Bureau of State and Community Corrections (BSCC) regarding two grant programs for which the County is eligible to participate: the Community Recidivism Reduction Grant and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Each program has required that a Notice of Intent to Apply be filed with the BSCC - Contra Costa County has filed both notices with the BSCC and is eligible to participate. A brief description of each program is outlined below:

Community Recidivism Reduction Grant: The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code section 1233.10. Counties are eligible to receive funds if the Board of Supervisors, in collaboration with the county's Community Corrections Partnership, agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. Each county must notify the BSCC of its interest in participating in this grant program by sending a letter confirming interest by September 30, 2014. On September 16, 2014, the Board of Supervisors approved a letter of interest (Agenda Item No. C.51, attached) agreeing to develop a competitive grant program intended to fund community recidivism and crime reduction services. On October 3, 2014, the Community Corrections Partnership voted unanimously to acknowledge the intent of the County to participate in the grant program in coordination with the Board of Supervisors (Agenda Item No. 6).

Edward Byrne Memorial JAG Program: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S. Code §3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives, to include: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems.

Currently, the County has budgeted \$341,994 over three departments (District Attorney as lead agency (\$136,630), Probation (\$104,394) and Sheriff's Office (\$100,970) for fiscal year FY 2014/15 for this funding source through the Regional Anti-Drug Program (RADA) grant previously administered by the California Emergency Management Agency (CalEMA). The State Budget Act of 2014 transferred responsibility and oversight of the Federal JAG Program grant to the BSCC with a new approach. The BSCC has released an RFP (attached) that describes the new requirements for participation in this grant by counties, including the establishment of a local JAG Steering Committee. Contra Costa County is considered a large county and is, therefore, eligible for up to \$1,045,625 per year for three years. This would be a potential increase in funding to the County of close to \$700,000; however, should the new proposal not maintain, at a minimum, current funding levels to individual departments authorized under the former RADA grant program, then that department(s) will have a structural deficit. At a bidder's conference held on Friday, October 17th, the BSCC clarified that funding was available for five large counties (in addition to Los Angeles County).

Referral Update:

Chief Probation Officer Phil Kader will provide a brief presentation on the Community Recidivism Reduction Grant and Senior Deputy County Administrator Lara DeLaney will provide a brief presentation on the Byrne JAG Steering Committee process.

Recommendation(s)/Next Step(s):

1. ACCEPT staff report on the Edward Byrne Memorial Justice Assistance Grant and Community Recidivism Reduction Grant programs; and,
2. PROVIDE direction to staff as necessary.

Fiscal Impact (if any):

No immediate fiscal impact. This action is only an informational report to the Committee and request for direction.

Attachments

BSCC Community Recidivism Reduction Grant - Notification Letter

BSCC Community Recidivism Reduction Grant - Interest Letter

BSCC Community Recidivism Reduction Grant - FAQ

BSCC Byrne JAG Grant - RFP

BSCC Byrne JAG Grant - Interest Letter

FY2014 Regional Anti-Drug Abuse (RADA) Program Allocations Board Order



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 BERCUT DRIVE • SACRAMENTO CA 95811 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

August 12, 2014

Ms. Mary Piepho, Chairperson
Contra Costa County Board of Supervisors
651 Pine Street
Martinez, CA 94553

Mr. Philip Kader
Contra Costa County Chief Probation Officer
50 Douglas Drive, Suite 201
Martinez, CA 94553

Dear Chairperson Piepho and Chief Probation Officer Kader,

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code section 1233.10 (Attachment I). Counties are eligible to receive funds if the Board of Supervisors, in collaboration with the county's Community Corrections Partnership, agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. In developing the grant program, the Board of Supervisors, in collaboration with the Community Corrections Partnership must establish minimum requirements, funding criteria, grant award limits, and procedures for the county to award grants. Please note, each county must notify the Board of State and Community Corrections of their interest in participating in this grant program. Upon approval by the Board of Supervisors, please send a letter to the BSCC, to the attention of Megan Barber-Brancamp, that confirms your county's interest in receiving the funding, and include the Board of Supervisors meeting minutes authorizing this action by September 30, 2014.

Grants must be awarded by the Board of Supervisors to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities. Community recidivism and crime reduction services include, but are not limited to delinquency prevention, homelessness prevention, and reentry services.

Counties receiving funds are also required to collect and submit data to the Board of State and Community Corrections on grants awarded. Service providers that receive a grant are responsible for reporting to the county Board of Supervisors or the Community Corrections Partnerships on the number of individuals served and the types of services provided. The Board of Supervisors or the Community Corrections Partnerships must report any information received from grant recipients to the Board of State and Community Corrections on or before July 1, 2015 and each year until the final reporting date of July 1, 2018.

Each county's allocation is based on the population within the county as specified on Attachment II. In addition, pursuant to Penal Code section 1233.10, subdivision (e), the maximum amount

that can be awarded to a service provider is based on the population of the county, and is also specified on Attachment II. Each county may use up to five percent of its allocation for administrative costs.

This funding is available for expenditure for four years and any unspent funds revert to the state. Funds not encumbered with a service provider one year after allocation of grant funds to the county will immediately revert to the state.

If you have any questions, please contact Megan Barber-Brancamp via email at megan.barber-brancamp@BSCC.ca.gov or by phone at (916) 445-9435.

Sincerely,



KATHLEEN T. HOWARD
Executive Director
Board of State and Community Corrections

cc: Mr. Matt Cate, Executive Director, California State Association of Counties
Ms. Elizabeth Howard Espinosa, Senior Legislative Representative, California State Association of Counties
Ms. Karen Pank, Executive Director, Chief Probation Officers of California
Mr. Nick Warner, Policy Director, California State Sheriffs' Association

Attachments



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 BERCUT DRIVE • SACRAMENTO CA 95811 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

Attachment I

California Penal Code Section 1233.10(a)

Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. The funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014-15 according to the following schedule:

Alameda	\$ 250,000
Alpine	\$ 10,000
Amador	\$ 10,000
Butte	\$ 50,000
Calaveras	\$ 10,000
Colusa	\$ 10,000
Contra Costa	\$ 250,000
Del Norte	\$ 10,000
El Dorado	\$ 50,000
Fresno	\$ 250,000
Glenn	\$ 10,000
Humboldt	\$ 50,000
Imperial	\$ 50,000
Inyo	\$ 10,000
Kern	\$ 250,000
Kings	\$ 50,000
Lake	\$ 25,000
Lassen	\$ 10,000
Los Angeles	\$1,600,000
Madera	\$ 50,000
Marin	\$ 50,000
Mariposa	\$ 10,000
Mendocino	\$ 25,000
Merced	\$ 50,000
Modoc	\$ 10,000

Mono	\$ 10,000
Monterey	\$ 100,000
Napa	\$ 50,000
Nevada	\$ 25,000
Orange	\$ 500,000
Placer	\$ 50,000
Plumas	\$ 10,000
Riverside	\$ 500,000
Sacramento	\$ 250,000
San Benito	\$ 25,000
San Bernardino	\$ 500,000
San Diego	\$ 500,000
San Francisco	\$ 250,000
San Joaquin	\$ 250,000
San Luis Obispo	\$ 50,000
San Mateo	\$ 250,000
Santa Barbara	\$ 100,000
Santa Clara	\$ 500,000
Santa Cruz	\$ 50,000
Shasta	\$ 50,000
Sierra	\$ 10,000
Siskiyou	\$ 10,000
Solano	\$ 100,000
Sonoma	\$ 100,000
Stanislaus	\$ 100,000
Sutter	\$ 25,000
Tehama	\$ 25,000
Trinity	\$ 10,000
Tulare	\$ 100,000
Tuolumne	\$ 25,000
Ventura	\$ 250,000
Yolo	\$ 50,000
Yuba	\$ 25,000

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 BERCUT DRIVE • SACRAMENTO CA 95811 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

Attachment II County Allocations

County	Funding Allocation	Population*	Maximum Provider Allocation
Alameda	\$250,000.00	1,573,254	\$50,000.00
Alpine	\$10,000.00	1,079	\$10,000.00
Amador	\$10,000.00	36,151	\$10,000.00
Butte	\$50,000.00	222,361	\$10,000.00
Calaveras	\$10,000.00	44,650	\$10,000.00
Colusa	\$10,000.00	21,660	\$10,000.00
Contra Costa	\$250,000.00	1,087,008	\$50,000.00
Del Norte	\$10,000.00	28,131	\$10,000.00
El Dorado	\$50,000.00	182,404	\$10,000.00
Fresno	\$250,000.00	964,040	\$50,000.00
Glenn	\$1,000.00	28,353	\$10,000.00
Humboldt	\$50,000.00	134,648	\$10,000.00
Imperial	\$50,000.00	180,672	\$10,000.00
Inyo	\$10,000.00	18,590	\$10,000.00
Kern	\$250,000.00	873,092	\$50,000.00
Kings	\$50,000.00	150,181	\$10,000.00
Lake	\$25,000.00	64,699	\$10,000.00
Lassen	\$10,000.00	32,581	\$10,000.00
Los Angeles	\$1,600,000.00	10,041,797	\$100,000.00
Madera	\$50,000.00	153,897	\$10,000.00
Marin	\$50,000.00	255,846	\$10,000.00
Mariposa	\$10,000.00	18,467	\$10,000.00
Mendocino	\$25,000.00	89,029	\$10,000.00
Merced	\$50,000.00	264,922	\$10,000.00
Modoc	\$10,000.00	9,197	\$10,000.00
Mono	\$10,000.00	14,143	\$10,000.00
Monterey	\$100,000.00	425,756	\$25,000.00
Napa	\$50,000.00	139,255	\$10,000.00
Nevada	\$25,000.00	97,225	\$10,000.00
Orange	\$500,000.00	3,113,991	\$50,000.00
Placer	\$50,000.00	366,115	\$10,000.00
Plumas	\$10,000.00	19,140	\$10,000.00
Riverside	\$500,000.00	2,279,967	\$50,000.00
Sacramento	\$250,000.00	1,454,406	\$50,000.00
San Benito	\$25,000.00	57,517	\$10,000.00
San Bernardino	\$500,000.00	2,085,669	\$50,000.00

County	Funding Allocation	Population	Max. Provider Allocation
San Diego	\$500,000.00	3,194,362	\$50,000.00
San Francisco	\$250,000.00	836,620	\$50,000.00
San Joaquin	\$250,000.00	710,731	\$50,000.00
San Luis Obispo	\$50,000.00	272,357	\$10,000.00
San Mateo	\$250,000.00	745,193	\$50,000.00
Santa Barbara	\$100,000.00	433,398	\$25,000.00
Santa Clara	\$500,000.00	1,868,558	\$50,000.00
Santa Cruz	\$50,000.00	271,595	\$10,000.00
Shasta	\$50,000.00	179,412	\$10,000.00
Sierra	\$10,000.00	3,089	\$10,000.00
Siskiyou	\$10,000.00	45,231	\$10,000.00
Solano	\$100,000.00	424,233	\$25,000.00
Sonoma	\$100,000.00	490,486	\$25,000.00
Stanislaus	\$100,000.00	526,042	\$25,000.00
Sutter	\$25,000.00	95,733	\$10,000.00
Tehama	\$25,000.00	63,717	\$10,000.00
Trinity	\$10,000.00	13,389	\$10,000.00
Tulare	\$100,000.00	459,446	\$25,000.00
Tuolumne	\$25,000.00	53,604	\$10,000.00
Ventura	\$250,000.00	842,967	\$50,000.00
Yolo	\$50,000.00	206,381	\$10,000.00
Yuba	\$25,000.00	73,682	\$10,000.00

*As estimated by the Department of Finance

crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

- (A) Self-help groups.
- (B) Individual or group assistance with basic life skills.
- (C) Mentoring programs.
- (D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- (E) Job training skills and employment.
- (F) Truancy prevention programs.
- (G) Literacy programs.
- (H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
- (I) Individual or group assistance with referrals for any of the following:
 - (i) Mental and physical health assessments.
 - (ii) Counseling services.
 - (iii) Education and vocational programs.
 - (iv) Employment opportunities.
 - (v) Alcohol and drug treatment.
 - (vi) Health, wellness, fitness, and nutrition programs and services.
 - (vii) Personal finance and consumer skills programs and services.
 - (viii) Other personal growth and development programs to reduce recidivism.
 - (ix) Housing assistance.

(d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.

(e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:

- (A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.
- (B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.
- (C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.
- (D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent

with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period. Any funds not encumbered with a community recidivism and crime reduction service provider one year after allocation of grant funds to counties shall immediately revert to the state General Fund.

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553

John Gioia, 1st District
Candace Andersen, 2nd District
Mary N. Piepho, 3rd District
Karen Mitchoff, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

September 16, 2014

Megan Barber-Brancamp
Board of State and Community Corrections
600 Bercut Drive
Sacramento, CA 95811

RE: Community Recidivism Reduction Grant —CONTRA COSTA COUNTY
INTEREST

Dear Ms. Barber-Brancamp:

On behalf the Board of Supervisors, Contra Costa County hereby expresses our interest in participating in the Community Recidivism Reduction Grant program.

Contra Costa County agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. The Board of Supervisors, in collaboration with the Community Corrections Partnership, will establish minimum requirements, funding criteria, grant award limits, and procedures for the County to award grants.

We understand that grants must be awarded by the Board of Supervisors to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

We also understand that we will be required to collect and submit data to the BSCC on grants awarded, reporting any information received from grant recipients to the BSCC on or before July 1, 2015 and each year until the final reporting date of July 1, 2018.

Thank you for the opportunity to participate in this grant program. We look forward to successful outcomes in terms of recidivism reduction and safer communities.

Sincerely,

A handwritten signature in black ink that reads "Karen Mitchoff".

KAREN MITCHOFF
Chair, Board of Supervisors

Encl. : Minutes of Sept. 16, 2014 BOS meeting

cc: Members, Board of Supervisors
 Contra Costa County Legislative Delegation
 David Twa, County Administrator
 Philip Kader, CCC Chief Probation Officer
 Community Corrections Partnership, CCC



**Contra
Costa
County**

To: Board of Supervisors
From: Philip F. Kader, County Probation Officer
Date: September 16, 2014

Subject: Letter of Interest for Recidivism Reduction

RECOMMENDATION(S):

AUTHORIZE the Chair of the Board of Supervisors to sign a letter of interest to accept \$250,000 in funding from the Board of State and Community Corrections (BSCC) to provide grants to nongovernmental entities that provide community recidivism and crime reduction services, as recommended by the Chief Probation Officer.

FISCAL IMPACT:

\$250,000 for grants to nongovernmental agencies engaged recidivism reduction.

BACKGROUND:

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code section 1233.10. Counties are eligible to receive funds if the Board of Supervisors, in collaboration with the county's Community Corrections Partnership, agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. Each county must notify the BSCC of its interest in participating in this grant program by sending a letter confirming interest by September 30, 2014.

In



APPROVE



OTHER



RECOMMENDATION OF CNTY
ADMINISTRATOR



RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 09/16/2014



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE:

John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Karen Mitchoff, District IV
Supervisor
Federal D. Glover, District V
Supervisor

ABSENT:

Mary N. Piepho, District III
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: September 16, 2014

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Stephanie L. Mello
By: Stephanie L. Mello, Deputy

Contact: Danielle Fokkema,
925-313-4195



BACKGROUND: (CONT'D)

the letter of interest, Contra Costa County agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. The Board of Supervisors, in collaboration with the Community Corrections Partnership, will establish minimum requirements, funding criteria, grant award limits, and procedures for the County to award grants.

The County acknowledges that grants must be awarded by the Board of Supervisors to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

Additionally, the County acknowledges that they be required to collect and submit data to the BSCC on grants awarded, reporting any information received from grant recipients to the BSCC on or before July 1, 2015 and each year until the final reporting date of July 1, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not receive \$250,000 to provide grants to nongovernmental agencies for recidivism reduction.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Letter of Interest



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 BERCUT DRIVE ♦ SACRAMENTO CA 95811 ♦ 916.445.5073 ♦ BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

FREQUENTLY ASKED QUESTIONS COMMUNITY RECIDIVISM REDUCTION GRANT

1. What is the statutory authority for these funds?

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million for the Community Recidivism Reduction Grant as specified in Penal Code section 1233.10. Click [here](#) to view the statute in full.

2. How much money has my county been allocated?

The amount awarded to each county is set in statute and based on the population of the county. Click [here](#) to view a list of all county allocations.

3. What are the expectations regarding the letter of interest?

The letter (signed by the Board of Supervisors, Clerk of the Board, or the Chief Administrative Officer) should specify that the Board of Supervisors has taken action to accept funding from the state Recidivism Reduction Fund and agrees to distribute these funds to service providers as specified in statute. It should also indicate that the Community Corrections Partnership is in agreement.

4. Does the letter of interest have to outline all the requirements of the grant program?

No, the letter of interest does not have to outline all the requirements of the grant program specified in the statute.

5. Does the Board of Supervisors meeting minutes need to be sent with the letter of intent?

The Board of Supervisors meeting minutes should be sent to the Board of State and Community Corrections as a follow-up document to confirm the county's intent to receive the funds.

6. Does the Community Corrections Partnership need to vote to ask the Board of Supervisors to send a letter of interest or can it be a letter?

This may vary by county; however, the letter of interest from the Board of Supervisors, Clerk

of the Board, or the Chief Administrative Officer should indicate that the Community Corrections Partnership is in agreement.

7. Is the Community Recidivism Reduction Grant a one-time funding opportunity?

Yes, this grant is a one-time allocation and it is provided to counties who agree to receive the funds.

8. Can counties spend all the allocated funds in less than four years?

Counties have up to four years to spend the funds; however, if a county develops a competitive grant program service providers awarded funds can spend it in fewer than four years. Any funding that is not spent at the end of four years will be returned to the state General Fund.

9. When do the funds need to be encumbered with a community recidivism reduction service provider?

Per the statute, any funds not encumbered with a service provider one year after allocation is made to the county will immediately revert to the state General Fund.

10. Will the funding be upfront once the letter of interest is sent to Board of State and Community Corrections or is it reimbursable?

Counties that provide the required agreement documentation (letter of interest from the Board of Supervisors, Clerk of the Board, or the Chief Administrative Officer stating that they want to receive funding and minutes from the Board of Supervisors meeting authorizing this action) will receive funding upfront. The Board of State and Community Corrections will submit information to the State Controller's Office indicating which counties have chosen to participate. The State Controller's Office will, in turn, distribute the funds to all participating counties at one time.

11. What type of data will the counties have to send to the Board of State and Community Corrections?

Per the statute, the contracting service providers must report to the Community Corrections Partnership and/or Board of Supervisors on the number of individuals served and the types of services rendered. The Community Corrections Partnership and/or Board of Supervisors would then provide those findings to the Board of State and Community Corrections.

12. Can the counties use any of the grant money for administrative costs?

Yes. Up to five percent of the amount granted to a county can be withheld by the Board of Supervisors or the Community Corrections Partnership for the payment of administrative costs as specified in the statute.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

**Fiscal Year 2014
Project Cycle: 3/1/15-12/31/17**

REQUEST FOR PROPOSALS

Eligible Applicants: California Counties

*Released September 15, 2014
"Notice of Intent to Apply" due October 3, 2014
Proposals due November 24, 2014*

In addition to the grant application, this Request for Proposals (RFP) packet includes important information about funding provisions, grant eligibility, and proposal submission requirements.

TABLE OF CONTENTS

CONTACT INFORMATION	1
PROPOSAL DUE DATE.....	1
NOTICE OF INTENT TO APPLY	2
BIDDERS' CONFERENCES.....	2
BACKGROUND INFORMATION.....	2
PROJECT DESCRIPTION.....	4
▪ <i>Eligibility</i>	
▪ <i>Grant Cycle</i>	
▪ <i>Priority Program Purpose Areas</i>	
▪ <i>Prohibited Uses</i>	
FUNDING.....	7
▪ <i>Fund Source</i>	
▪ <i>Funding in California</i>	
▪ <i>Funding Thresholds</i>	
▪ <i>Matching Funds</i>	
▪ <i>Multi-County Partnerships</i>	
▪ <i>Supplanting</i>	
▪ <i>Leveraging of Funds</i>	
GRANT REQUIREMENTS.....	9
▪ <i>Stakeholder Collaboration</i>	
▪ <i>Letters of Agreement and Operational Agreements</i>	
▪ <i>Governing Board Resolution</i>	
▪ <i>Audit</i>	
▪ <i>Invoices</i>	
EVIDENCE-BASED, INNOVATIVE AND PROMISING STRATEGIES	11
DATA COLLECTION, REPORTING AND EVALUATION REQUIREMENTS	15

RFP PROCESS	17
<ul style="list-style-type: none"> ▪ <i>Proposal Submission</i> ▪ <i>Technical Compliance Review</i> ▪ <i>Proposal Evaluation Process</i> ▪ <i>Key Dates</i> 	
GUIDING PRINCIPLES FOR ALL GRANT PROGRAMS	19
JAG PROPOSAL CHECKLIST	21
PROPOSAL INSTRUCTIONS	22
APPENDICES	30
<ul style="list-style-type: none"> ▪ <i>Appendix A – County Population Index</i> ▪ <i>Appendix B – JAG Three-Year Strategy*</i> ▪ <i>Appendix C – JAG Steering Committee Member Roster*</i> ▪ <i>Appendix D – Sample Letter of Agreement*</i> ▪ <i>Appendix E – Sample Operational Agreement*</i> ▪ <i>Appendix F – Sample Governing Board Resolution</i> ▪ <i>Appendix G – List of Other Grant Funding Sources *</i> ▪ <i>Appendix H – Definition of Terms</i> ▪ <i>Appendix I – Key Federal Assurances</i> 	

**Required attachment*

CONTACT INFORMATION

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for FY 2014 grant funds available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Be advised that the BSCC staff cannot assist the applicant with the actual preparation of the proposal, but can answer technical questions. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted **in writing** by fax or email to:

Daryle McDaniel, Field Representative
Corrections Planning and Programs Division
Phone: (916) 341-7392
Fax: (916) 327-3317
Email: daryle.mcdaniel@bscc.ca.gov

or

Colleen Curtin, Field Representative
Corrections Planning and Programs Division
Phone: (916) 445-8066
Fax: (916) 327-3317
Email: colleen.curtin@bscc.ca.gov

PROPOSAL DUE DATE

One original and four copies of the proposal must be received (not just postmarked) by the BSCC's Corrections Planning and Programs Division by **5:00 p.m. on Monday, November 24, 2014, at:**

Board of State and Community Corrections
Corrections Planning and Programs Division
600 Bercut Drive
Sacramento, CA 95811
Attn: Brian Wise, Program Analyst

***Proposals received after 5:00 p.m. on November 24, 2014
will be deemed ineligible.***

NOTICE OF INTENT TO APPLY

Before submitting a proposal, prospective applicants should submit a “Notice of Intent to Apply” by 5:00 p.m. on **October 3, 2014**. This notice must be from a county official and can come in the form of an email or letter submitted to Brian Wise, Program Analyst, at either brian.wise@bscc.ca.gov or:

Board of State and Community Corrections
Corrections Planning and Programs Division
600 Bercut Drive
Sacramento, CA 95811
Attn: Brian Wise, Program Analyst

There is no specific template for the Notice of Intent to Apply; the notice should simply include a brief statement indicating the county’s intent to submit a proposal. (If sent by email, please include “Name of County-JAG Notice of Intent” in the subject line.) If more than one county will partner on a joint proposal, please note that within the Notice of Intent to Apply and include the names of all involved counties.

Submission of a Notice of Intent to Apply will assist the BSCC in planning for the length and scope of the proposal rating process. Failure to submit a Notice of Intent to Apply is not grounds for disqualification. Further, prospective applicants that submit a Notice of Intent to Apply and decide later not to apply will not be penalized.

BIDDERS’ CONFERENCES

BSCC plans to hold three Bidders’ Conferences, tentatively scheduled for the week of October 13-17, 2014; one in southern California, one in central California, and one in Sacramento. Exact dates, locations and times will be posted to the BSCC website (www.bscc.ca.gov) by September 26, 2014. Please check back to the website for details.

At these conferences, BSCC will provide clarification on the RFP and address any questions that have been submitted in writing. Questions should be submitted by **October 8, 2014** to either of the contacts listed on page 1 of this RFP.

BACKGROUND INFORMATION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S. Code §3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives, to include: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems.

The JAG Program supports seven Program Purpose Areas designated by federal statute. These include:

- (1) Law enforcement programs.
- (2) Prosecution and court programs, including indigent defense.
- (3) Prevention and education programs.
- (4) Corrections and community corrections programs.
- (5) Drug treatment and enforcement programs.
- (6) Planning, evaluation and technology improvement programs.
- (7) Crime victim and witness programs (other than compensation).

Historically, funding for the JAG Program in California had been allocated directly to counties through a non-competitive process. The majority of funds were passed through to local law enforcement agencies to fund multi-jurisdictional task forces related to narcotics suppression. In fact, in 2012, 98 percent of JAG funds were allocated to Program Purpose Area (1) – Law enforcement programs.

On July 1, 2012, California state law transferred the administration of the Edward Byrne Memorial JAG (JAG) Program from the California Emergency Management Agency (now the California Office of Emergency Services) to the Board of State and Community Corrections (BSCC). With this transfer, BSCC became the State Administering Agency (SAA) responsible for oversight of Byrne JAG funding in California.

Around this same time, the Bureau of Justice Assistance (BJA), the federal agency that administers the JAG Program, placed a greater emphasis on the role of comprehensive strategic planning by the states. California embraced this change, recognizing that a reassessment of funding priorities was overdue. After assuming responsibility for the JAG Program, BSCC Board members expressed a desire to take a closer look at JAG funding in California, to explore whether the State could or should be investing in any of the other JAG Program Purpose Areas.

To that end, California conducted a comprehensive strategic planning process and gathered input from all criminal justice stakeholders in order to develop a more comprehensive Multi-Year State Strategy for the JAG Program. The BSCC formed an Executive Steering Committee (ESC), comprised of high-level executives from small, medium and large counties, representing the public, private and non-profit sectors. The JAG ESC led the planning process, which included a web-based survey of 890 stakeholders, three public comment sessions throughout the state, discussions with other criminal justice stakeholders, and an examination of other criminal justice financial resources designed to address public safety and victim assistance concerns.

As a result of this planning process, the JAG ESC developed a Multi-Year State Strategy, which subsequently received full Board approval. With this latest round of JAG funding, California will implement this new strategy, representing a major change in the way it administers the JAG Program. While maintaining law enforcement programs as a priority, California's new strategy places an equal emphasis on prevention and education programs, as well as on court, prosecution and defense strategies.

The table below lays out California's Multi-Year Strategy for the Byrne JAG Program.

Multi-Year Strategy for the Byrne JAG Program

- (1) Will honor responses from California stakeholders in the 2013 Byrne JAG Stakeholder Survey, with priority given to the survey supported Program Purpose Areas of:
 - a. *Prevention and Education*
 - b. *Law Enforcement*
 - c. *Prosecution, Courts and Defense*
- (2) The needs of small, medium and large counties will be taken into account.
- (3) Funding will be based on local flexibility, on the needs of the juvenile and adult criminal justice communities and on input from a balanced array of stakeholders.
- (4) Applicants must demonstrate a collaborative strategy based on the community engagement model that involves multiple stakeholders in the project or problem addressed.
- (5) Some emphasis will be given to the development of innovative and/or promising strategies to reduce recidivism.

PROJECT DESCRIPTION

Eligibility

Only California's 58 counties are eligible to apply. As a part of the proposal development process, a county must convene a JAG Steering Committee (see "Stakeholder Collaboration," below) to oversee the planning and implementation of JAG-funded projects.

- The county – in collaboration with the JAG Steering Committee – must identify one county department or agency to serve as the applicant agency.
- Two or more counties may partner to submit one joint proposal, following the funding instructions under "Multi-County Partnerships" on page 8.
- Each county may submit only one proposal, whether as part of a multi-county partnership or on its own.

- Though the county is the applicant and administrator of JAG funds (through the applicant agency), the lead agency for the project may be a separate public or private entity.

Grant Cycle

Successful applicants will be funded for a 34-month cycle beginning on March 1, 2015 and ending on December 31, 2017. This application is for first year funds only. Funding for years two and three will not be competitive, though grantees will have to submit an application and show that they have made substantial progress against their JAG strategy. Funding for years two and three will also be dependent on California's JAG allocations for FY 2015 and FY 2016.

Priority Program Purpose Areas

As mentioned in the previous section, the BSCC undertook a comprehensive JAG Stakeholder Survey and planning process in order to determine the focus of the JAG Program in California. The BSCC received 890 survey responses from a broad array of criminal justice stakeholders. Responses to the survey were grouped into seven stakeholder categories: 1) Law Enforcement, 2) Corrections and Community Corrections, 3) Administration and Policy, 4) Courts (including prosecution and defense), 5) Victims, 6) Social Services (including community-based organizations, mental health and public health agencies), and 7) Education and Juvenile Justice.

Based on the results of this survey, California developed a new multi-year strategy for JAG funding. This strategy focuses on the three Program Purpose Areas deemed top priorities by a majority of survey respondents, across all seven stakeholder categories.

Applicants must develop a proposal that addresses one or more of these three JAG Program Purpose Areas:

- ❖ ***Prevention and Education Programs***
- ❖ ***Law Enforcement Programs***
- ❖ ***Courts, Prosecution, Defense and Indigent Defense***

Within each of these Program Purpose Areas, respondents to the JAG Stakeholder Survey were also asked to rank in order of importance a list of "areas of need." Responses were again grouped into the seven stakeholder categories. The survey report identified the top three Areas of Need for each of the seven stakeholder categories. These are listed in the table on the following page. (Note that because there were ties within all three of the Program Purpose Areas, there are more than three Areas of Need listed for each.)

Applicants are restricted to the development of proposals that address one or more of the three main Programs Purpose Areas (PPA), and within each PPA selected, one or more of the Areas of Need, as listed in the table on the following page. Within these PPAs and Areas of Need, applicants may implement one or more projects that best fit the needs of the county, as determined by the JAG Steering Committee. Note: For

purposes of scoring, no Program Purpose Area or Area of Need carries more weight than another.

JAG Priority Program Purpose Areas and Priority Areas of Need

JAG Program Purpose Area:	Prevention and Education Programs
<i>Areas of Need:</i>	• <i>Gang Initiatives</i>
	• <i>Juvenile Delinquency</i>
	• <i>Substance Abuse</i>
	• <i>School Violence</i>
JAG Program Purpose Area:	Law Enforcement Programs
<i>Areas of Need:</i>	• <i>Gang Violence Reduction</i>
	• <i>Violent Crime Reduction Initiatives</i>
	• <i>Drug Enforcement</i>
	• <i>Gun Violence Reduction</i>
JAG Program Purpose Area:	Courts, Prosecution, Defense and Indigent Defense
<i>Areas of Need:</i>	• <i>Problem Solving Courts (e.g., Mental Health, Veterans, Drug, Reentry)</i>
	• <i>Gun/Gang Prosecution</i>
	• <i>Violent Crime Prosecution and Defense</i>
	• <i>Court-Based Restorative Justice Initiatives</i>
	• <i>Innovations in Indigent Defense</i>

Prohibited Uses

No JAG funds may be expended outside of the three priority JAG PPAs. Even within these PPAs, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used directly or indirectly to pay for any of the following items (per federal grant guidelines):

- Indirect costs.
- Vehicles, vessels, or aircraft (with the exception of police cruisers, police boats and police helicopters).
- Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles.
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.

FUNDING

Fund Source

The JAG Program is a federally-funded grant program, with funds allocated by the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

Funding in California

For Fiscal Year 2014, the portion of California's JAG Allocation available for pass-through is \$17,756,951. A portion of those funds (\$1,087,521) will be allocated directly to the California Department of Justice, as per U.S. Code § 3755 (e)(2), to support local units of government. The remaining **\$16,669,430** will be passed through the BSCC to counties via this competitive process.

The grant period is for March 1, 2015 through December 31, 2017. This application is for first year funds only (March 1, 2015 through December 31, 2015), though applicants must submit a budget for the entire grant period. The second and third year budgets can be estimates, however there should be a plan to spend down all funds requested. There will be a non-competitive application process at the start of the second and third years, and at that time, successful applicants will have the opportunity to make adjustments to their budgets.

Though funding for years two and three will not be competitive, as a part of the application process, grantees must show that they have made substantial progress against their JAG strategy. Funding for years two and three will also be dependent on California's JAG allocations for FY 2015 and FY 2016.

Funding Thresholds

The JAG Executive Steering Committee has carefully considered its fiduciary responsibilities associated with the federal JAG monies and the needs of small, medium and large jurisdictions. To that end, funding has been distributed between the small, medium and large counties and maximum funding thresholds have been determined according to the total population within each county (see **Appendix A** for county populations). Note: Because the population in Los Angeles County is more than three times that of the next largest county in the state, the Board voted to double its funding threshold, though it will still compete as a large county.

Applicants may apply for any dollar amount up to the funding threshold listed in the table below, according to the category in which that county falls:

	<i>Small Counties</i>	<i>Medium Counties</i>	<i>Large Counties*</i>	<i>Los Angeles County</i>
Population Threshold	Population <200,000	Population 200,001-700,000	Population 700,001+	N/A
Funding Threshold	up to \$220,000 annually	up to \$715,000 annually	up to \$1,045,625 annually	up to \$2,091,250 annually

**excluding Los Angeles County*

Applicants must apply for the same amount of funding for all three years (for example: 1st year: \$200,000, 2nd year: \$200,000 and 3rd year: \$200,000; totaling \$600,000 for a three-year period). Grantees may be able to carry unspent funds into the next calendar year, with BSCC staff approval, but it is extremely important that applicants plan and budget carefully and apply only for the amount of funding they can reasonably spend each year of the three-year grant period.

Matching Funds

The JAG Program has NO match requirement.

Multi-County Partnerships

As mentioned above, two or more counties may partner to submit one joint proposal. One county must serve as lead on the proposal and there must be an applicant agency from that county identified. In the case of a multi-county partnership, the following funding restrictions apply:

- **Counties in the same category:** Multi-county partnerships that consist of counties from within the same category (small, medium or large) may apply for up to the maximum funding threshold in that category, multiplied by the number of counties partnering on the proposal.

For example:

- Four (4) small counties may apply for up to \$880,000 [funding threshold for small counties (\$220,000) x 4 = \$880,000];
 - Three (3) medium counties may apply for up to \$2,145,000 [funding threshold for medium counties (\$715,000) x 3 = \$2,145,000];
 - Two (2) large counties may apply for up to \$2,091,250 [funding threshold for large counties (\$1,045,625) x 2 = \$2,091,250].
- **Counties in different categories:** To preserve the integrity of the funding distribution formula, multi-county partnerships that consist of counties from within different categories (small, medium or large) will default to the maximum funding threshold of the largest category participating in the partnership, multiplied by the number of counties from that category that are partnering on the proposal.

For example:

- One (1) small county partnering with one (1) medium county may apply for up to \$715,000 (default to medium; one medium county; \$715,000 x 1);
 - One (1) small county partnering with two (2) medium counties may apply for \$1,430,000 (default to medium; two medium counties; \$715,000 x 2);
 - One (1) medium county partnering with one (1) large county may apply for up to \$1,045,625 (default to large; one large county; \$1,045,625 x 1).
- **Counties partnering with Los Angeles County:** Multi-county partnerships that include Los Angeles County may only apply for up to the maximum funding threshold in that category, or \$2,091,250.

Supplanting

Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the 2014 JAG Frequently Asked Questions on BJA's web site for examples of supplanting (<https://www.bja.gov/Funding/JAGFAQ.pdf>).

Leveraging of Grant Funds

Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, an applicant may use JAG funds along with other federal funds, to fund different portions of the same project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

GRANT REQUIREMENTS

Stakeholder Collaboration

In order to apply for JAG funding, counties must form a JAG Steering Committee comprised of stakeholders representing diverse disciplines who have experience and expertise in the prospective problem areas to be addressed by the JAG proposal. This will help meet the federal mandate that requires community engagement for the deployment of JAG funds. The steering committee will determine the community needs and develop a three-year JAG strategy in one-year increments, using the identified priorities (see **Appendix B** for Three-Year JAG Strategy Overview).

The JAG Steering Committee will represent a significant cross-section of the juvenile and criminal justice stakeholder communities within the applicant county. The JAG Steering Committee will be diverse in its composition; to include a balanced representation of both traditional and non-traditional stakeholders. Examples of traditional stakeholders could include law enforcement, probation, courts, and other city and county departments. Examples of non-traditional stakeholders could include community-based and faith-based organizations, educators, social service providers, job developers, advocacy groups, or citizens. The county will determine the total number of members to serve on the JAG Steering Committee.

Stakeholders identified for membership on the JAG steering committee shall possess a working knowledge of the problem areas being discussed within the identified JAG priorities. The applicant must describe the process that took place to engage membership for the JAG Steering Committee as well as any working relationships that existed with members prior to the development of the steering committee. The JAG steering committee will work collaboratively to identify the needs of the community as they relate to the JAG priorities and to create and develop a comprehensive project plan with the overall goal of reducing violent crime and recidivism within their county. The applicant must describe how they ensured full and balanced participation and voting

rights for all members of the committee throughout this process. The county may use an existing group, or a subcommittee of an existing group, but must address all the requirements listed in this section. Applicants must attach a member roster containing the names, titles, organizational affiliations, and contact information for each JAG steering committee member (see **Appendix C**).

Letters of Agreement and Operational Agreements

As part of the necessary collaboration that must occur for the JAG Program to be successful, applicants must engage a wide range of stakeholders. There may be two levels of participation within a JAG Program. The level of participation will determine what type of documentation must be included with the proposal:

(1) Letter of Agreement (less formal)

For each partner agency that participates as a part of the JAG Steering Committee, and/or partners that provide in-kind services, the applicant must include a **signed** Letter of Agreement. This shall serve as an acknowledgement of the partnership that will exist, wherein no funds will be exchanged. A sample Letter of Agreement can be found in **Appendix D**.

(2) Operational Agreement (more formal)

For each subcontractor, consultant or service provider that will be paid for services under the grant agreement – including community- or faith-based organizations – the applicant must include a draft Operational Agreement. This shall serve as a formal agreement between the two parties indicating that there will be some type of contract or interagency agreement for services and acknowledging the exchange of funds.

An Operational Agreement should include: (a) a description of the agencies commitment to demonstrate a formal system of networking and coordination with other agencies and the applicant; (b) the names of anticipated project staff; (c) original signatures, titles, and the agency name for both parties; (d) effective performance period dates; and (e) the amount of JAG funds designated to the agencies. Signatures may be obtained after the proposal due date. A sample Operational Agreement can be found in **Appendix E**.

Governing Board Resolution

Successful applicants are required to submit a Board of Supervisors' Resolution (see **Appendix F**, Sample Board of Supervisors' Resolution), before the grant award can be finalized and funds awarded. A signed resolution is not required at the time of proposal submission, but applicants are advised that *no invoices will be processed for reimbursement until your agency's Board Resolution has been received by the BSCC*.

Audit

Grantees must submit an audit of expenditures (either grant-specific or as part of a City/County single audit) within 120 days of the end of each 12-month grant period. Reasonable and necessary extensions to the timeframe may be granted if requested.

Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices to the BSCC on a quarterly basis, within 45 days following the end of the reporting period via the on-line process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

For additional information, refer to the BSCC's Grant Administration and Audit Guide, July 2012 at: http://www.bscc.ca.gov/downloads/Grant_Administration_Guide_July_2012.pdf

Outside Grant Funds

Applicants must complete the "List of Other Grant Funding Sources" form (see **Appendix G**) and submit it with the proposal packet.

EVIDENCE-BASED, INNOVATIVE AND PROMISING STRATEGIES

Evidence-Based Practice (EBP)

The concept of evidence-based practice was developed outside of criminal justice and is commonly used in other applied fields such as medicine, nursing, and social work. Because there are numerous definitions of evidence-based practice, for the purpose of this RFP, evidence-based practice consists of three basic principles:

1. Evidence that the intervention is likely to work, i.e., produce a desired benefit;
2. Evidence that the intervention is being carried out as intended; and
3. Evidence that allows an evaluation of whether the intervention worked.

In discussions of evidence-based practice in criminal justice, it is common to distinguish between *programs* and *strategies*.

Programs are designed to change the behavior of individuals in the criminal justice system and are measured by individual level outcomes. Programs aiming to reduce substance use and antisocial behavior, for example, include Cognitive Behavioral Therapy, Behavioral Programs; Social Skills Training; and Family Crisis Counseling.

Although *strategies* may include programs to change individual behavior, this term is generally used for interventions to promote community level policy objectives. Such strategies may be evaluated for effects on overall service delivery or use of jail beds rather than in terms of recidivism alone.

- Some interventions are "brand-name programs," which have already been tested and found effective in a variety of settings: for example, Nurse Family Partnership, Functional Family Therapy, and Life Skills Training.
- Brand name programs offer the advantages of detailed training and implementation protocols available from the developer.

- Whether a brand name program is suited to the particular circumstances of an agency or setting should be determined in advance, because effectiveness can be compromised when brand name programs are altered.¹

For these reasons, one cannot rely simply on the brand, but must apply the principles of evidence-based practice to an agency's particular circumstances. Depending on that review, applicants may wish to adopt a brand-name program, adapt non-branded interventions developed elsewhere, or develop a new program or strategy (see "Innovative and/or Promising Strategies," below).

Showing that a program or strategy is likely to work in a local setting requires not only evidence of effectiveness but evidence of relevance.² Applicants should determine what kind of evidence is available and the reasoning that indicates the proposed practice is likely to succeed and will be effective in the local community and with the population being served. In addition, applicants should identify any lessons learned that have been applied in planning for the intervention in the local setting.

Innovative and/or Promising Strategies

The State Strategy for the JAG Program adopted by the BSCC states that "some emphasis shall be given to innovative and/or promising strategies to reduce crime and recidivism." Based on this, applicants are encouraged to identify innovative or promising strategies in their proposals for JAG funds.

"Innovative," for purposes of this RFP, shall be broadly construed to include programs or strategies that are "new" in the county or area where applied or represent expanded or reconfigured programs targeting additional populations or needs in the applicant county. Innovative programs or strategies described in the proposal must be linked to one or more components of an evidence-based practice.

"Promising," for purposes of this RFP, shall be broadly construed to include crime-reduction and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence that is not yet strong enough to conclude that the success was due to the program, or that it is highly likely to work if carried out in the applicant's circumstances. The difference between evidence-based and promising approaches is a difference in degree that depends on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods that were used. Applicants seeking to implement "promising" programs or strategies should be able to describe the documentation, data and evidence available to support the approach and why it is best suited to the needs and objectives described in the proposal.

Evidence, which may vary in terms of its novelty or its strength, is relevant to the assessment of a program's potential benefits, whether described as innovative, promising, or evidence-based.

¹Peter Greenwood, Ph.D. "Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practices," January 2010.

² Nancy Cartwright and Jeremy Hardie, "Evidence-Based Policy A Practical Guide to Doing it Better," Oxford University Press, 2012.

Requirements for All JAG Proposals

1. The applicant must show, in the grant proposal, that the proposed intervention(s)³ (whether evidence-based, innovative or promising) are likely to achieve benefits desired in the local setting. To do this, the applicant must:
 - Describe the intervention(s) being proposed for implementation;
 - Discuss any evidence (research, outcome evaluations, etc.) that indicates the intervention or its components have been effective elsewhere;
 - Describe the population(s) for which each intervention has been shown to be or is likely to be effective; and show that it is appropriate for the proposed target population; and
 - Discuss what has been done to ensure that the support factors (e.g., inter-agency partnerships, certified trainers, auxiliary services, suitable criteria for participation, program materials, etc.) required or necessary for the intervention can be mobilized in the local setting.

Documentation of effectiveness can take the form of research or literature review, or reference to reviews of program effectiveness conducted by policy shops, some of which are listed in the section below titled, “EBP Informational Resources.” Descriptions of local needs and agency capacities, in light of the factors that supported an intervention elsewhere, can be applied to an assessment of relevance.

2. Applicants must also describe how they will track operations to assess whether an intervention is being carried out as intended. This task is often referred to as a *process* evaluation; *formative* evaluation is a related term also found in the literature. (See “Local Evaluation Plan” within the Data Collection, Reporting and Evaluation Requirements section, page 15.)
3. Finally, applicants must address their plans for outcome evaluation, i.e., how they will assess what happened as a result of the intervention and whether it produced its intended benefits. (See “Final Local Evaluation” within the Data Collection, Reporting and Evaluation Requirements section, page 16.)

EBP Informational Resources

The list of websites provided below may be useful to applicants in the proposal development process. This is not an exhaustive list; it is offered as an informational resource only.

- Board of State and Community Corrections
[http://www.bscc.ca.gov/s_evidence-basedpractices\(ebp\).php](http://www.bscc.ca.gov/s_evidence-basedpractices(ebp).php)

³ For purposes of this section, the term “intervention” includes both programs and/or strategies.

- Office of Justice Programs
<http://www.CrimeSolutions.gov>
- Blueprints for Violence Prevention
<http://www.colorado.edu/cspv/blueprints/index.html>
- Substance Abuse and Mental Health Services Administration (SAMHSA)
National Registry of Evidence-Based Programs and Practices
<http://www.nrepp.samhsa.gov>
- Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>
- John Jay College of Criminal Justice
Center for Crime Prevention and Control
<http://johnjayresearch.org/ccpc/>
- National Network for Safe Communities
<http://www.nnscommunities.org>
- Promising Practices Network
<http://www.promisingpractices.net/>
- National Criminal Justice Reference Service (NCJRS)
“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.” A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.
<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>
- Find Youth Information
<http://www.FindYouthInfo.gov/>
- National Reentry Resource Center
<http://nationalreentryresourcecenter.org/>
- National Institute of Corrections
<http://nicic.gov/Library/>
- California Institute for Behavioral Health Solutions
<http://www.cimh.org/evidence-based-practices-0>
- Coalition for Evidence-Based Policy (“Top Tier”)
<http://coalition4evidence.org/>
- National Criminal Justice Association
<http://www.ncja.org/>

- Office of Juvenile Justice and Delinquency Prevention Model Program Guide
<http://www.ojjdp.gov/mpg/>
- Peabody Research Institute, Vanderbilt University, Director Mark Lipsey
<http://peabody.vanderbilt.edu/research/pri/publications.php>
- Association for the Advancement of Evidence-Based Practice
“Implementing Proven Programs for Juvenile Offenders: Assessing States’ Progress.” A report prepared by Peter Greenwood, Ph.D., 2011.
<http://www.advancingebp.org/wp-content/uploads/2012/01/AEBP-assessment.pdf>

DATA COLLECTION, REPORTING AND EVALUATION REQUIREMENTS

All grantees are required to submit a (1) **Local Evaluation Plan** to the BSCC by June 30, 2015, (2) **Quarterly Progress Reports**, and (3) a **Final Local Evaluation** by March 31, 2018.

Applicants are required to set aside a minimum of 5 to 10 percent of the grant funds for the development of the Local Evaluation Plan, data collection efforts, and submission of the Final Local Evaluation. Depending on the complexity and size of a proposed project(s), some applicants may benefit from using a local college, university or consultant to help develop and execute the Final Local Evaluation.

(1) Local Evaluation Plan

The purpose of the Local Evaluation Plan is to ensure that programs funded by the BSCC can be evaluated. Applicants will be expected to submit a detailed description of how the applicant will assess the effectiveness of the proposed program, including all individual project components. The Local Evaluation Plan can be submitted in either a narrative or bulleted format. The Plan should describe the research design that will be used to evaluate the effectiveness of the project component(s), with the project goals (i.e. the expected benefits to participants or the community) and the project objectives (i.e. specific measurable accomplishments intended to advance project goals) clearly stated.

In addition, applicants should address two components: the process evaluation and the outcome evaluation, outlined in more detail below:

- a) **Process Evaluation:** The purpose of the process evaluation is to identify how the program activities will be carried out. A process evaluation should describe the types of data that will be collected and typically includes, but is not limited to, such measures as:
 - Estimated number of participants in each component of the planned program.
 - A plan for tracking participants’ progress in the program(s); e.g. start dates, attendance logs, dropouts, successful completions, etc.

- A plan to document the services provided to each participant.
- A plan to document the activities performed by staff who conducted the program.

Since each JAG project is unique in its approach and the intended results may vary, not all measures in the process evaluation, as stated above, may apply. For example, if an applicant plans to use a portion of the JAG funds towards Information System upgrades, a different set of measures may be used to explain how the program activities will be carried out.

- b) Outcome Evaluation: The purpose of the outcome evaluation is to identify how the applicant will determine if the program “worked” in terms of achieving the goals set for the program. The outcome evaluation should list the outcome measures that will be tracked and describe the method by which the impact of the program on the outcome measures will be determined.

(2) Quarterly Progress Reports

The purpose of a Quarterly Progress Report is to provide BSCC with an update on the process evaluation, as stated in the (1) Local Evaluation Plan. Grantees must have the ability to collect the specified program activity data (e.g. number of participants, events, etc.) and report it to the BSCC on quarterly progress reports during the term of the grant performance period. The report form and instructions will be available to grantees on the BSCC’s website. Progress Reports will be due no later than 15 days following the end of each quarter.

(3) Final Local Evaluation

The purpose of the Final Local Evaluation is to determine whether or not the overall program (including each project component) was effective in meeting the goals laid out in the (1) Local Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been documented in the previously submitted (1) Local Evaluation Plan.

The Final Local Evaluation must also describe the research design, as laid out in the (1) Local Evaluation Plan. Most importantly, the Final Local Evaluation will describe the final outcomes of the program (for each individual project component), including a determination of the degree of effectiveness and/or ineffectiveness. For example, if the goal of a program was to reduce gang-related crime in a specific area, an applicant should specify the following:

- a) A strategy for determining whether or not incidents of gang-related crime were fewer at the end of the program as compared to before it began.
- b) A rationale for inferring that the reduction in gang-related crime was directly related to the program and not to other factors unrelated to the program.

RFP PROCESS

Proposal Submission

As stated above, proposals must be **received** (not just postmarked) at the BSCC office in Sacramento no later than 5:00 PM on November 24, 2014. Applicants must submit one original and four copies of the proposal (i.e., Applicant Information Form, Proposal Narrative, Proposal Budget and all other required attachments). Proposals may be mailed or hand delivered to the attention of Brian Wise, Program Analyst at:

Board of State and Community Corrections
Corrections Planning and Programs Division
600 Bercut Drive
Sacramento, CA 95811
Attn: Brian Wise, Program Analyst

***Proposals received after 5:00 p.m. on November 24, 2014
will be deemed ineligible.***

Technical Compliance Review

BSCC staff will review each proposal to determine if it meets the RFP requirements. In order to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors/omissions, applicants will have an opportunity to respond to deficiencies identified during this review process, which will take place **November 25, 2014 through December 12, 2014**, and to make **non-substantive** changes that bring the proposal into technical compliance.

Proposal Evaluation Process

Members of the JAG Executive Steering Committee (a diverse group of local criminal justice stakeholders, from both the public and private sectors) will evaluate the merits of each proposal in accordance with the prescribed rating criteria (as listed below). It should be noted that small counties will compete against other small counties, medium against medium, and large against large. To preserve the integrity of the funding distribution formula, multi-county partnerships that consist of counties from within different categories (small, medium or large) for rating purposes will default to the largest category participating in the partnership. Los Angeles County will compete in the "Large County" category.

Following the rating process, the Executive Steering Committee will convene for a Final Rater Review where they will develop funding recommendations for consideration by the BSCC Board.

Applicants will be notified in writing of the committee's funding recommendations. It is currently anticipated that the BSCC Board will act on the recommendations at their meeting in February 2015. Applicants are not to contact members of the Executive Steering Committee or the BSCC Board about their proposal.

The rating factors that will be used and the maximum points allocated to each factor are shown in the table below. Omission or lack of clarity for any section is likely to result in a reduction of allowable points.

Important note: Proposals must receive a minimum of 250 points (i.e., 50 percent of the 500 total possible points) in the combined raters' averaged scores to be considered for funding.

PROPOSAL EVALUATION RATING FACTORS	
Rating Factor	Maximum Points
Project Need	50
Project Description, Goals and Objectives	125
Collaboration	100
Evidence-Based, Innovative and/or Promising Strategies	75
Data Collection and Evaluation	50
Capability and Qualifications to Provide Services	75
Proposal Budget: Cost Effectiveness and Budget Review	25
TOTAL POINTS	500

Key Dates

Key dates in the RFP and grant implementation process are shown in the table below:

ACTIVITY	TIMELINE
Release Request for Proposals (RFP)	September 15, 2014
Bidders' Conferences	<i>Tentatively</i> October 13-17, 2014
Notice of Intent to Apply Due to BSCC	October 3, 2014
Grant Proposal Due to BSCC (<u>received</u> by 5:00 p.m.)	November 24, 2014
BSCC Technical Review	November 25, 2014– December 19, 2014
Rating Process & Development of Funding Recommendations	January 5-30, 2015
BSCC Board Considers Funding Recommendations	February 2015
New Grants Begin	March 1, 2015
New Grantee Orientation (Mandatory)	TBD (March 2015)
Local Evaluation Plan Due to BSCC	June 30, 2015
Reapplication Process for Year Two	TBD (December 2015)
Reapplication Process for Year Three	TBD (December 2016)

ACTIVITY	TIMELINE
Grant End Date	December 31, 2017
Final Local Evaluation Due to BSCC	March 31, 2018

GUIDING PRINCIPLES FOR ALL GRANT PROGRAMS

The following information is provided to all prospective BSCC grantees. The applicant is not required to address this section within its JAG proposal, but should spend time in consideration of how this information may impact grant activities.

Reducing Racial and Ethnic Disparity

Research shows that youth of color are significantly overrepresented in the juvenile justice system in California. In 2011, Black youth were four times as likely to be arrested as White youth, nearly seven times more likely to be securely detained, and six times as likely to be committed to a correctional facility. Latino youth are nearly twice as likely to be arrested and securely detained and almost three times as likely to be committed to a correctional facility. These disparities are the result of numerous interrelated factors; some of which exist within the structures of the current juvenile justice system, and some of which are influenced by unconscious biases. Whatever the cause, BSCC believes that the overrepresentation of people of color in the criminal justice system can be addressed through meaningful dialogue, increased awareness, evaluation feedback and policy reforms intended to reduce structural inequality.

To that end, California is committed as a state to examining service delivery within the criminal justice system for perceived inequities and actual disparities that might exist at the state and local level. In fact, California is required to demonstrate a good faith effort to address the federal initiative known as *Reducing Racial and Ethnic Disparity* (formerly Disproportionate Minority Contact, or DMC), which refers to the disproportionate rate at which youth of color come into contact with the juvenile justice system (at all points, from arrest through confinement), relative to their numbers in the general population. In an effort to comply with this requirement, the BSCC has undertaken a number of activities to ensure that California addresses this concern, to include trainings, access to and support of structured decision-making tools, and funding opportunities.

JAG recipients will be invited to attend a one day Reducing Racial and Ethnic Disparity (R.E.D.) training for project directors and other interested staff which will be provided during the grant term. The Consortium for Police Leadership in Equity states, “equity is important because it shapes legitimacy within the community.” In preparation for this training, we have included questions below that you may want to consider in relation to equity within your proposed program. These questions focus on the primary domain of Community, in which equity issues can be most significantly impacted and responded to, and which will be the focus of the training offered by the BSCC, in support of grantee success.

- *How are you measuring your effectiveness with underserved communities?*
- *How does your organization deal with issues of linguistic diversity?*
- *What is the nature of your organization's relationship to the community relative to the proposed program?*
- *Does the proposed program reflect the specific needs of the diverse communities served?*

JAG funding may be used to reimburse agencies for travel related expenditures such as mileage, meals, lodging if required, and other per diem costs. Applicants should include these costs in the budget section of their proposal. Registration information regarding the date, time and location of the regional trainings will be sent to all project directors.

Additional information about R.E.D. can be found on the BSCC's website at www.bscc.ca.gov or applicants may contact California's R.E.D. Coordinator, Shalinee Hunter, at (916)322-8081 or shalinee.hunter@bscc.ca.gov.

JAG PROPOSAL CHECKLIST

A complete JAG Proposal must contain the following (to be submitted in the order listed):

REQUIRED DOCUMENTS	✓
Applicant Information Form (Section I)	
Proposal Narrative (Sections II–VIII)	
Proposal Budget (Section IX) A. Budget Line-Items (one for each of the three years) B. Budget Line Item Detail (i.e. Budget Narrative)	
JAG Three-Year Strategy (Appendix B)	
JAG Steering Committee Member Roster (Appendix C)	
Letters of Agreement for JAG Steering Committee Members and Other Partners Listed on the Grant (Appendix D)	
Draft Operational Agreements (Appendix E) for Partners Receiving Grant Funds	
List of Other Grant Funding Sources (Appendix G)	

Notes:

- The Governing Board Resolution is due prior to Grant Award Agreement, not at time of proposal submission (Appendix F).
- No other attachments will be considered for rating purposes.

PROPOSAL INSTRUCTIONS

SECTION I: How to complete the Applicant Information Form (on next page)

- 1.1. Unit of Local Government:** Complete the required information (including federal identification number) for the county agency submitting the proposal.
- 1.2. JAG Program Title:** List the title of the overall program.
- 1.3. JAG Program Purpose Areas:** Of the three eligible Program Purpose Areas, list which one(s) were selected.
- 1.4. Amount of Funds Requested:** List only the amount of grant funds requested for the first 10 months of the grant period only (March 1, 2015-Dec. 31, 2015). Unless applying as part of a multi-county partnership, the amount may not exceed \$220,000 for counties designated as “small,” \$715,000 for “medium,” \$1,045,625 for “large,” or \$2,091,250 for Los Angeles. (Funding parameters for multi-county partnerships are outlined on p. 8).
- 1.5. Summary of Proposal:** Provide a brief description (3-5 sentences) of the overall JAG program, to be supported by the grant funds requested. Note: This information may be posted to the BSCC’s website for informational purposes.
- 1.6. Applicant Agency:** Complete the required sections for the county agency/department, including the name of the Project Director.
- 1.7. Day-to-Day Contact Person:** Provide the required information for the individual with whom BSCC staff will work on a daily basis during the grant period.
- 1.8. Designated Financial Officer:** Provide the required information for the individual who will approve invoices before the county submits them to the BSCC and be responsible for the overall fiscal management of the grant. Reimbursement checks are mailed to the Designated Financial Officer. Please be sure to include the payment mailing address.
- 1.9. Applicant Agreement:** The person signing here must be authorized by the County Board of Supervisors to enter into grant award agreement on behalf of the county.

SECTIONS II – VII: Proposal Narrative

Sections II through VII make up the Proposal Narrative. The Proposal Narrative must be submitted in Arial 12 point font, with one-inch margins on all four sides. The narrative may be single or double spaced, but cannot exceed **20 pages** in length.

Note: These 20 pages do not include the “Applicant Information Form” (Section I), the “Proposal Budget” (Section IX), or other required attachments (see Appendices).

SECTION VIII: Proposal Budget

Section VIII, Parts A and B, make up the Proposal Budget. Please see instructions beginning on page 27.

Board of State and Community Corrections

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

CFDA #16.738

SECTION I: APPLICANT INFORMATION FORM

1.1. UNIT OF LOCAL GOVERNMENT RESPONSIBLE FOR GRANT

COUNTY	ADMINISTRATIVE OFFICER	FEDERAL EMPLOYER ID NUMBER)
MAILING ADDRESS	CITY	STATE ZIP CODE

1.2. PROJECT TITLE

1.3. JAG PROGRAM PURPOSE AREA(S)

1.4. AMOUNT OF FUNDS REQUESTED

\$ (first year only)

1.5.. SUMMARY OF PROPOSAL

1.6. APPLICANT AGENCY (MUST BE A COUNTY DEPARTMENT/AGENCY)

NAME OF DEPARTMENT/AGENCY		NAME AND TITLE OF DEPARTMENT/AGENCY HEAD		
NAME AND TITLE OF PROJECT DIRECTOR		TELEPHONE NUMBER		
STREET ADDRESS	CITY	STATE	ZIP CODE	FAX NUMBER
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	E-MAIL ADDRESS

1.7. DAY-TO-DAY CONTACT PERSON

NAME AND TITLE		TELEPHONE NUMBER		
STREET ADDRESS		FAX NUMBER		
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	

1.8. DESIGNATED FINANCIAL OFFICER

NAME AND TITLE		TELEPHONE NUMBER		
STREET ADDRESS	CITY	STATE	ZIP CODE	FAX NUMBER
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	E-MAIL ADDRESS

1.9. APPLICANT AGREEMENT

By signing this application, I certify that I am vested by the Applicant's governing board with the authority to enter into contract with the BSCC. I certify that all funds received pursuant to this Grant Agreement will be spent exclusively on the purposes specified in this Application and Proposal. I further assure that the Applicant will administer the grant program in accordance with the Grant Agreement as well as any and all applicable state and federal laws, audit requirements, and state and/or federal program guidelines.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)

APPLICANT'S SIGNATURE (blue ink only)

DATE

SECTION II: PROJECT NEED (50 Points)

Address the following in narrative form:

- 2.1. Demonstrate a clear and convincing project need.
- 2.2. Demonstrate the need(s) is related to any or all of the three priority Program Purpose Areas and corresponding Areas of Need.
- 2.3. Demonstrate a compelling justification for the grant funds.
- 2.4. Demonstrate the relationship between need(s) and grant goals with supporting local data.
- 2.5. Demonstrate why current need is not met with existing resources.

SECTION III: PROJECT DESCRIPTION, GOALS AND OBJECTIVES (125 Points)

Address the following in narrative form:

- 3.1. Describe the 3-year project strategy in narrative form. In addition, complete “Three-Year JAG Strategy” (see Appendix B).
- 3.2. Describe how the proposed project will address the needs described in the Project Need Section.
- 3.3. Describe how the proposed project links to one or more of the three priority JAG Program Purpose Areas and corresponding Areas of Need.
- 3.4. List project partners that will provide services (agencies, contractors, stakeholders, private and/or public), include a description of the services to be provided; the partners' credentials; involved personnel; justification for choice; and the value the partners add to the proposed project.
- 3.5. List the project goals and measurable objectives that will be implemented to achieve goals (include baseline data to help determine goals and objectives).
- 3.6. Describe staff allocations and assignments for the separate project components.
- 3.7. Define the target population (e.g., gender, age, offense history, criminogenic factors) including why and how it was selected.
- 3.8. Describe the process for determining which services a participant will receive (if applicable).
- 3.9. Provide a timeline of major project activities for the entire project period that is reasonable given the nature and scope of the project.
- 3.10. Describe management structure and decision-making process for the project.
- 3.11. Describe management's approach to ensuring program components are being monitored, assessed and adjusted as necessary.
- 3.12. Provide documentation of the organization's readiness to start project(s) beginning March 1, 2015.

SECTION IV: COLLABORATION (100 Points)

Address the following in narrative form (see RFP, page 9, *Stakeholder Collaboration*):

- 4.1. Provide a roster for the JAG Steering Committee, to include names, titles and organizational affiliations. Include a Letter of Agreement for each member.
- 4.2. Describe the process used to identify, recruit and engage steering committee members.
- 4.3. Describe each member selected for the JAG Steering Committee, including their experience and expertise as related to the Project Need.
- 4.4. Demonstrate that there is full and balanced representation from both traditional and non-traditional stakeholder groups as related to the Project Need.
- 4.5. Describe prior working relationships with members, if any.
- 4.6. Describe process used to identify the problem area(s) and develop the strategy.
- 4.7. Describe how full participation and voting rights were ensured for all members throughout the process.
- 4.8. Describe the applicant's history of collaboration, if any.
- 4.9. Steps to establish and maintain collaboration as it relates to supporting this proposed project.
- 4.10. Describe the steering committee's ongoing role throughout the project.

SECTION V: EVIDENCE-BASED, PROMISING AND INNOVATIVE STRATEGIES (75 Points)

Address the following in narrative form (see RFP, *Evidence-Based, Promising and Innovative Strategies*, page 11-14):

- 5.1. Describe the intervention(s) being proposed for implementation, including whether the intervention is evidence-based, innovative or promising (according to the definitions provided on pages 11-12).
- 5.2. Discuss any evidence (e.g., research, outcome evaluations, etc.) or support (for “promising” or “innovative”) that indicates the proposed intervention or one or more of its components have been effective elsewhere.
- 5.3. Discuss how the outcomes achieved elsewhere support using the proposed practice(s) in the applicant's jurisdiction to achieve the goals and objectives described in the proposal.
- 5.4. Describe the population(s) for which each intervention has been shown to be effective; show that the intervention is appropriate for the proposed target population.
- 5.5. Describe what has been done to ensure that the support factors required or necessary for the intervention can be mobilized in the local setting.

SECTION VI: DATA COLLECTION AND EVALUATION (50 Points)

Address the following in narrative form (see RFP, page 15, *Data Collection, Reporting and Evaluation Requirements*):

Local Evaluation Plan

- 6.1. Clearly state the program goals (i.e. the expected benefits to the participants and or the community).
- 6.2. Clearly state the program objectives (i.e. specific measurable accomplishments intended to advance program goals).
- 6.3. Provide a detailed plan for assessing the effectiveness of the overall JAG Strategy, including all individual program components.
- 6.4. Describe the research design that will be used to complete the evaluation.

Process Evaluation

- 6.5. Provide the estimated number of participants in each individual program component.
- 6.6. Describe the plan for tracking participants in terms of progress in the program, for example start dates, attendance logs, dropouts, successful completions, etc.
- 6.7. Describe the plan to document the services provided to each participant.
- 6.8. Describe the plan to document the activities performed by staff who conducted the program.

Outcome Evaluation

- 6.9. Identify method of determining if the program "worked" in terms of achieving the program set goals.
- 6.10. List outcome variables that will be tracked.
- 6.11. List the outcomes that will be tracked.
- 6.12. List criteria for determining participant success/failure in the project.

SECTION VII: CAPABILITY AND QUALIFICATIONS TO PROVIDE SERVICES (75 Points)

Address the following in narrative form:

- 7.1. Describe applicant's ability to conduct the proposed project(s).
- 7.2. Describe applicant's/partners' experience and capability to conduct the project(s).
- 7.3. Describe the experience and qualifications of key project staff to provide and manage services.

SECTION VIII: PROPOSAL BUDGET (COST EFFECTIVENESS AND BUDGET REVIEW) (25 Points)

Project costs must be directly related to the objectives and activities of the project. The budget section must cover the entire three-year grant period (recognizing that the budgets for years two and three will be estimates, subject to change based on unforeseen developments and available federal grant funds).

The following items will be rated as a part of this section (addressed by the Applicant in Parts A and B below):

- 8.1. Provide a description of the factors considered and the reasons behind the budget allocations and the extent to which this budget will allow the applicant to achieve its stated goals.
- 8.2. List the cost per each project component(s).
- 8.3. List each staff person assigned to the program, including title, responsibilities and percentage of time allocated to program.
- 8.4. Provide the number of individuals that will receive services, if applicable.
- 8.5. List the cost per participant in the project(s) (per capita), if applicable.
- 8.6. Provide the direct and indirect costs.
- 8.7. Describe the project's cost effectiveness.
- 8.8. Provide complete and detailed budget information in each section.
- 8.9. Letters of Agreement are included for partners providing in-kind services; draft Operational Agreements are included for all contracted (paid) service providers.

A. Budget Line Item Totals

Complete the following table for the grant funds being requested. **Complete one table for each of the three years.** Report amounts in whole dollars. While recognizing that counties may use different line items in the budget process, these are the categories used by the BSCC on its invoices. Please check your calculations as figures in the table to not auto-calculate.

All funds shall be used consistent with the requirements of the BSCC's Grant Administration and Audit Guide, July 2012:

http://www.bscc.ca.gov/downloads/Grant_Administration_Guide_July_2012.pdf

LINE ITEM	GRANT FUNDS
1. Salaries and Benefits	\$
2. Services and Supplies	\$
3. Professional Services (Sub-Contractors/Consultants)	\$
4. Community-Based Organization (CBO) Contracts	\$
5. Data Collection, Reporting and Evaluation Efforts (minimum 5-10% of grant funds)	\$
6. Fixed Assets/Equipment	\$
7. Other (Including Training, Travel, etc.)	\$
TOTAL	\$

B. Budget Line Item Detail (i.e. Budget Narrative)

Provide a narrative detail in each category below to sufficiently explain how the requested grant funds and local match will be used (based on the budget tables submitted). Match funds may be expended in any line item and must be identified in their respective cash or in-kind dollar amounts.

The 'other' category funds should be budgeted for travel purposes for one mandatory grantee briefing meeting (*to be held in Sacramento, date TBA*) as well as any other travel. Please note that out-of-state travel must be approved by BSCC.

The Budget Narrative must be submitted in Arial 12 point font, with one-inch margins on all four sides. The narrative may be single or double spaced, but cannot exceed **five (5) pages** in length.

- 1. SALARIES AND BENEFITS:** Provide the number of staff and percentage of time, classification/title, hourly rates of all project staff and benefits.
- 2. SERVICES AND SUPPLIES:** (e.g., office supplies, training costs; itemize the services/supplies).

3. **PROFESSIONAL SERVICES:** (e.g., contracts with expert consultants or other governmental entities).
4. **COMMUNITY-BASED ORGANIZATION (CBO) CONTRACTS:** Provide name of CBO(s), itemize nature of services that will be received and show funds allocated. Show hours and billing rates of all CBO staff.
5. **DATA COLLECTION, REPORTING AND EVALUATION EFFORTS:** Applicant must dedicate a minimum of 5-10 percent of the total grant funds requested (for all three years) toward Data Collection and Evaluation efforts (e.g. costs associated with collection of required data and evaluation plan). This cost can be spread across the three years of the project in a way that makes sense to the applicant (i.e., does not have to be 10/10/10.)
6. **FIXED ASSETS/EQUIPMENT:** (e.g., computers, and other office equipment necessary to perform project activities)
7. **OTHER:** (e.g., travel and training expenses)

APPENDIX A

County Population Index

Source: CA Department of Finance, Population Estimates, January 2014

Large Counties (700,001+)

Alameda	1,573,254
Contra Costa	1,087,008
Fresno	964,040
Kern	873,092
Los Angeles County	10,041,797
Orange	3,113,991
Riverside	2,279,967
Sacramento	1,454,406
San Bernardino	2,085,669
San Diego	3,194,362
San Francisco	836,620
San Joaquin	710,731
San Mateo	745,193
Santa Clara	1,868,558
Ventura	842,967

Medium Counties (200,001-700,000)

Butte	222,316
Marin	255,846
Merced	264,922
Monterey	425,756
Placer	366,115
San Luis Obispo	272,357
Santa Barbara	433,398
Santa Cruz	271,595
Solano	424,233
Sonoma	490,486
Stanislaus	526,042
Tulare	459,446
Yolo	206,381

Small Counties (<200,000)

Alpine	1,079
Amador	36,151
Calaveras	44,650
Colusa	21,660
Del Norte	28,131
El Dorado	181,058
Glenn	28,353
Humboldt	134,648
Imperial	180,672
Inyo	18,590
Kings	150,181
Lake	64,699
Lassen	32,581
Madera	153,897
Mariposa	18,467
Mendocino	89,029
Modoc	9,197
Mono	14,143
Napa	139,255
Nevada	97,225
Plumas	19,140
San Benito	57,517

Shasta	179,412
Sierra	3,089
Siskiyou	45,231
Sutter	95,733
Tehama	63,717
Trinity	13,389
Tuolumne	53,604
Yuba	73,682

APPENDIX B

Three-Year JAG Strategy

Instructions: This form is a required attachment to the JAG Proposal. It is intended to serve as a supplement to the Proposal Narrative, providing an at-a-glance summary of the overall program strategy. BSCC staff will use this form when conducting site visits and in compiling information for reports. The grantee may be asked to use it as a part of the quarterly progress report. To complete the form: Fill in the name of the applicant county (or counties). Select a JAG Program Purpose Area (PPA) **from the drop-down box**. For each PPA selected, select a corresponding Area of Need **from the drop-down box**. (Program Purpose Areas and Areas of Need can be found on page 6 of the RFP.) In the table, list each unique project component or activity planned to address that Area of Need. Also list the agency responsible for implementation, the expected outcome(s), how progress will be tracked (i.e. methodology for data collection), and timeline information (e.g., expected date of implementation, benchmarks for data collection, etc.).

Three-Year JAG Strategy for County of

Year One: March 1, 2015 – December 31, 2015

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

Three-Year JAG Strategy for County of

Year Two: January 1, 2016 – December 31, 2016

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

Three-Year JAG Strategy for County of **Year Three: January 1, 2017 – December 31, 2017**

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

JAG Program Purpose Area: Choose an item.

Area of Need: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (i.e. data collection)	Timeline / Benchmarks

APPENDIX C
JAG Steering Committee Member Roster

JAG Steering Committee – County of

Name	Title	Agency/Organization	Phone Number	Email Address

APPENDIX D

Sample Letter of Agreement

Sample only

*To be used for agencies/organizations listed as members of the JAG Steering Committee
and/or that will provide in-kind services via partnership
(no funds exchanged)*

Date

[Partners Name]
[Partners Address]

[Recipients Name]
[City of]
[Address]

Dear [City Official]

This letter is letter of agreement between [Partners Name] and [County of] that explains the support and services provided for the proposed JAG project, including (membership on the JAG Steering Committee, a partnership to include..., etc.).

[Explain JAG Steering Committee membership, services or support, dates, timelines, etc.],

Regards,

Signature

APPENDIX E

Sample Operational Agreement

Sample only

*To be used for subcontractors, consultants and/or community-based organizations
identified in the budget pages
(funds exchanged)*

Draft only – signatures not required at time of proposal submission

This Operational Agreement stands as evidence that the **(Applicant Agency)** and the **(Partner Agency)** intend to work together toward the goals outlined in the JAG Three-Year Strategy. Both agencies believe that implementation of the **(Name of JAG Program)**, as described within this proposal, will further these goals. Each agency agrees to participate in the JAG Program, if selected for funding, as outlined herein.

The **(Applicant Agency)** project will closely coordinate JAG services and activities with the **(Partner Agency)** through:

- Project staff being readily available to **(Partner Agency)** for service provision through describe arrangements with the Agency.
- Regularly scheduled meetings (how often) between (persons/positions) to discuss strategies, timetables and implementation of mandated services. Specifically:
 - (List specific activities that will be undertaken between the two agencies or other specifics of the agreement.)
 - xxx
 - xxx
- Effective grant performance period dates.
- Amount of JAG state funds designated to the Partner Agency.

We the undersigned, as authorized representatives of **(Applicant Agency)** and **(Partner Agency)** do hereby approve this document.

Name and Title
Agency Name

Date

Name and Title
Agency Name

Date

APPENDIX F Sample Board Resolution

Before grant funds can be awarded, counties must submit a resolution from the Board of Supervisors that includes, at a minimum, the assurances outlined in the following sample.

WHEREAS the (*insert name of applicant county*) desires to participate in the Enhanced R.E.D. Grant Project supported by federal Formula Grant funds and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the (*insert title of designated official*) is authorized on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the county agrees to abide by the statutes and regulations governing the federal Formula Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Board of Supervisors of (*insert name of county*) in a meeting thereof held on (*insert date*) by the following:

Ayes:

Notes:

Absent:

Signature: _____

Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____

Date: _____

Typed Name and Title: _____

APPENDIX G
List of Other Grant Funding Sources

Please complete this form, listing all other criminal justice grant funds (state and/or federal) that the applicant agency will receive during the 2015 calendar year.

State or Federal Administering Agency	Name of Grant Program	Funding Amount	Brief Project Description

APPENDIX H

Definition of Terms

Collaboration

The basic manner in which different and potentially competing agencies will work together to complete the grant proposal process. Counties must rely on the collaborative process – in the form of the JAG Steering Committee – to determine the distribution of how funding will be allocated between programs and strategy that serve one or more of the JAG priorities.

Steering Committee

A working group of professional individuals from diverse disciplines who use critical thinking skills and compromise to work toward common goals.

Goal versus Objective

Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated, and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing long-term intended outcome of the program⁴.

Examples of goal statements⁴:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.

Objectives are defined by statements of specific, measurable aims of program activities⁵. Objectives detail the tasks that must be completed to achieve goals⁶. Descriptions of objectives in the proposals should include three elements⁴:

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe – when the objective will be achieved; and
- 3) Target population – who is affected by the objective.

⁴ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile justice program evaluation: An overview* (2nd ed.). Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

⁵ New York State Division of Criminal Justice Services. *A guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

⁶ National Center for Justice Planning. Overview of Strategic Planning. *Where do we want to be? Goals and Objectives*. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.

Examples of program objectives⁴:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
- By program completion, juvenile offenders will have carried out all of the terms of mediation agreements with their victims

Process Evaluation versus Outcome Evaluation

Process Evaluation⁴

The purpose of the process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: “What is the program actually doing and is this what we planned it to do?”

Examples of process measures include:

- the number of juveniles who received counseling services, which may be compared to the number expected to receive services;
- the average caseload per probation officer, which may be compared to the average caseload expected;
- the number of interagency agreements entered into by the program, which may be compared to the number planned.

Outcome Evaluation⁴

The purpose of the outcome evaluation is to whether the program “worked” in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: “What results did the program produce?” Examples of outcome measures include:

- changes in the reading and math scores of juveniles who completed the program;
- changes in self-reported drug and alcohol use;
- the number of juveniles who have subsequent contacts with police after leaving the program.

In an evidence-based practice approach, outcome evaluations must include not only the measures but analysis of the extent to which the measured results can be attributed to the program rather than to coincidence or alternative explanations.

⁴ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile justice program evaluation: An overview* (2nd ed.). Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

APPENDIX I

Key Federal Assurances

Applicable state and federal laws and guidelines will be covered in greater detail in subsequent contract language. For purposes of this Request for Proposals, the Applicant will agree to abide by the following federal laws and guidelines.

Overview of Civil Rights Obligations

The Edward Byrne Memorial Justice Assistance Grant is a federal grant program, administered by the U.S. Department of Justice (DOJ). As such, it falls under the jurisdiction of the U.S. DOJ's Office of Civil Rights. The Board of State and Community Corrections (BSCC) is the State Administering Agency for JAG funding in the State of California. BSCC has the following civil rights obligations:

- BSCC must ensure compliance with applicable civil rights laws within the agency.
- BSCC must ensure compliance with applicable civil rights laws by all grantees ("sub-recipients"), vendors, and contractors.

Federally-protected classes include:

- Race
- Color
- National Origin
- Sex
- Religion
- Disability
- Age
- Sexual Orientation
- Gender Identity

Cross-cutting Federal civil rights laws:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Title II of the American With Disabilities Act of 1990
- The Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

Additional JAG Sub-Recipient Certifications

- Formulation of an Equal Employment Opportunity Program (EEOP)
- Establishment of a Civil Rights Coordinator
- Development and Implementation of Formal Grievance Procedures
- Compliance with Section 504 of the Rehabilitation Act
- Compliance with Title II of the Americans with Disabilities Act (ADA)

- Compliance with Title IX of the Education Amendments
- Compliance with the Juvenile Justice and Delinquency Prevention Act

Sub-recipients with 50 or more employees that receive \$25,000 or more in DOJ funding are required to:

- Designate a Disability Coordinator
- Adopt Disability Grievance Procedures
- Provide Notice of Non-Discrimination Based on Disability

Title II of the ADA requires that public entities with 50 or more employees that receive federal funding (regardless of the amount):

- Designate a Disability Coordinator
- Adopt Disability Grievance Procedures

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553

John Gioia, 1st District
Candace Andersen, 2nd District
Mary N. Piepho, 3rd District
Karen Mitchoff, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

September 30, 2014

Brian Wise
Board of State and Community Corrections
600 Bercut Drive
Sacramento, CA 95811

RE: Justice Assistance Grant Program—CONTRA COSTA COUNTY Notice of Intent

Dear Mr. Wise:

As the Contra Costa County Administrator, I would like to express our interest in participating in the FY 2014 Justice Assistance Grant (JAG) program to address one or more of the three JAG Program Purpose Areas: Law Enforcement Programs; Prevention and Education Programs; Courts, Prosecution, Defense and Indigent Defense or the overall goal of reducing violent crime and recidivism within the County.

We understand that as a part of the proposal development process, the County must form a JAG Steering Committee to identify a department as the applicant agency, to develop a three-year JAG strategy, and to oversee the planning and implementation of JAG-funded projects.

We also understand that we will be required to set aside a minimum of five percent of the grant funds for the development of the Local Evaluation Plan, data collection efforts, and submission of the Final Local Evaluation.

Thank you for the opportunity to participate in this grant program. We look forward to successful outcomes in terms of recidivism reduction and safer communities.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Twa".

DAVID J. TWA
County Administrator

cc: Members, Board of Supervisors
Contra Costa County Legislative Delegation



Contra
Costa
County

To: Board of Supervisors
From: Mark Peterson, District Attorney
Date: December 3, 2013

Subject: Approval to Submit Application and Execute Grant Award Agreement for Regional Anti-Drug Abuse Program Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement and any extensions or amendments thereof, pursuant to State guidelines, with the Board of State and Community Corrections in the amount of \$341,994 for funding of the Regional Anti-Drug Abuse Program for the period October 1, 2013 through September 30, 2014.

FISCAL IMPACT:

Revenue of \$341,994 Countywide; \$136,630 to the District Attorney for prosecution services, \$100,970 to the Office of the Sheriff for forensic services, and \$104,394 to the Probation Department for supervision services. 100% State; Budgeted. Pursuant to State guidelines, the Program is governed by a Steering Committee composed of the District Attorney, Sheriff-Coroner, County Probation Officer, and the County Alcohol and Other Drugs Administrator, which allocates funding among participating departments.

BACKGROUND:

The Regional Anti-Drug Abuse Program has been in effect since fiscal year 1995/96 and funds three components including the District Attorney, Sheriff-Coroner and Probation

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/03/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 3, 2013

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Cherie 957-2234

BACKGROUND: (CONT'D)

Department. As in prior funding cycles, the State requires that a single application be submitted for each County; therefore, the District Attorney is submitting an application on behalf of Contra Costa County. The program will continue to concentrate on a prioritized and integrated drug enforcement effort coordinated through State-led Narcotics Enforcement Teams operating in the County. Grant activities focus on mid and high-level narcotics dealers and manufacturers, violent and repeat offenders, and drug trafficking gangs and organizations, to interdict the importation, manufacture and distribution systems which have, in recent years, become more sophisticated in their methods of operations. Grant conditions require that the County accept responsibility for any liability arising out of the performance of the grant award, including civil actions for damages, and supplantation is prohibited.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution No. 2013/438



Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

5.

Meeting Date: 10/27/2014

Subject: Report on Discussions with California Department of Corrections and Rehabilitation Regarding Programming for Parolees in Contra Costa County

Submitted For: Philip F. Kader, County Probation Officer

Department: Probation

Referral No.: N/A

Referral Name: Report on Discussions with California Department of Corrections and Rehabilitation Regarding Programming for Parolees in Contra Costa County

Presenter: Donte Blue, County Reentry Coordinator

Contact: Donte Blue, County Reentry Coordinator

Referral History:

The Public Safety Realignment Act of 2011 has been one of the most innovative attempts to address recidivism to date. Believing local jurisdictions were better situated to implement effective rehabilitative programming, the State realigned the traditional prison population by redirecting those without a history of violent, serious, or sexual offenses to the custody and supervision of local officials. Contra Costa responded to the demands of realignment by developing a comprehensive and collaborative reentry program that utilizes the services of community-based organizations and public agencies to remove barriers to reintegration and thereby reduce recidivism. Through this public-private partnership, formerly incarcerated citizens in the East and Central parts of the County are able to access needed services through a Networked System of Care. In West Contra Costa County, a plan to develop a “first-stop” Reentry Resource Center is currently being implemented, and the Center’s doors are expected to be open by the early part of 2015. Consistent with this approach, the California Department of Corrections and Rehabilitation (CDCR) has also recently made increased programming its preferred method reducing recidivism.

In 2013, the CDCR Division of Adult Parole Operations (DAPO) traded in their monitoring and enforcement supervision methods of old for an improved California Parole Supervision and Reintegration Model. This new model seeks to improve the safety of the public through recidivism reduction. This is accomplished by first assessing a parolee’s criminogenic needs, and then meeting these needs through the use of community-based programming and evidence-based practices. Across the state, the CDCR Division of Rehabilitative Programming (DRP) has contracted with local entities in an effort to build regional rehabilitative programs. Taking the form of a Day Reporting Center or a Community-Based Coalition, these community-based programs give parolees access to a host of rehabilitative services that are sometimes inclusive of individuals on probation. An example of some of the programs include:

- Group and Individual Therapy
- Domestic Violence counseling
- Drug Treatment
- Transitional Housing
- Anger Management
- Literacy & GED preparation
- Job Readiness
- Life skills training
- Money Management

Referral Update:

Wanting to bring services to the parolees of Contra Costa, and having a preference for locating these services in an actual physical location, the DRP and DAPO saw the development of the Reentry Center in West County as an opportune time to open up dialogue with the County to gauge interest in possibly collocating parolee services at the Center. Over the past several months, these preliminary conversations confirmed enough interest in the proposal existed to move towards considering the feasibility of the project. Because Rubicon Programs is the County contractor acting responsible for the day to day operations of the Reentry Center, the County has sought and confirmed Rubicon's interest in the State's proposal. The County's next meeting with CDCR is scheduled for November 12, 2014. This meeting should provide insight on the State's programmatic expectations, and the expected scope and size of the proposed project. With a better understanding of the program to be colocated at the West County Reentry Center, the County will be in a better position to determine if the collocation of these programs are in the County's best interests, or if the needs of the State's program as proposed will be best met in a location separate from the Reentry Center.

County Reentry Coordinator Donte Blue will present this report to the Committee and be available for questions.

Recommendation(s)/Next Step(s):

1. ACCEPT report from the County Reentry Coordinator on the status of discussions with the California Department of Corrections and Rehabilitation (CDCR) regarding establishment of programming for certain parolees within Contra Costa County.

Fiscal Impact (if any):

No fiscal impact. This report is informational only.

Attachments

Contra Costa County Reentry Strategic Plan - Report Summary



Contra Costa
Reentry Initiative

Contra Costa County Reentry Strategic Plan

A vision of successful community reintegration

Developed by the Contra Costa Reentry Planning Initiative

Compiled by Urban Strategies Council and Ijichi Perkins & Associates

March 30, 2011

Table of Contents

Report Summary	ii
Statement of Need.....	ii
BACKGROUND	vii
Report Overview	vii
Part I: Vision and Purpose.....	vii
Defining Reentry and Reintegration	vii
Vision, Mission and Values Statement	viii
Goals and Objectives.....	ix
Part II: Policy and System Recommendations	x
Reentry System Policy Recommendations to the Contra Costa Board of Supervisors	x
Discussion of Reentry System Policy Recommendations	xi
Part III: Program Recommendations.....	xii
System-Wide Recommendations.....	xiii
Part IV: Implementation Plan.....	xvii
CONTRA COSTA COUNTY REENTRY STRATEGIC PLAN	1
Statement of Need.....	1
Contra Costa County Reentry Planning Initiative	7
BACKGROUND	7
REENTRY PLANNING INITIATIVE START-UP (August – December 2009)	9
PLANNING TASK FORCE AND WORKGROUPS (January – July 2010)	9
ADOPTION OF STRATEGIC PLAN (September – December 2010)	12
Contra Costa Reentry and Reintegration Collaborative Strategic Plan	13
Part I: Vision and Purpose	13
Defining Reentry and Reintegration	13
Vision, Mission and Values Statement	14
VISION STATEMENT	14
MISSION STATEMENT	14
PRINCIPLES and VALUES	14
Goals and Objectives.....	15
Part II: Reentry System	16
Infrastructure	16
Committee Descriptions	18
Programs and Services.....	23
Data and Information.....	24
Communications Strategy.....	26
Part III: Program Recommendations.....	26
System-Wide Recommendations.....	27
Education and Computer Literacy	28
Financial Literacy and Services	29
Employment.....	29

Mental Health	31
Substance Abuse	32
Health.....	35
Mentoring/Community Engagement.....	37
Housing	38
Legal Services	40
Part IV: Implementation Plan.....	44
Adoption of the Strategic Plan (Months1-5)	44
Establish Proposed Infrastructure	46
Implementation of Programmatic Recommendations	50
Implementation Plan Timeline September 2010 – January 2011	66
Appendices.....	68
Appendix 1: Parolees by Zip Code 07/02/10	68
Appendix 2: Adult Probationers by City 08/06/10	69
Appendix 3: Juvenile Probationers by City 08/06/10	70
Appendix 4: Reentry Task Force Composition	71
Appendix 5: Health Care Services Reentry Flow Chart	72
Appendix 6: Contra Costa County Reentry Planning Initiative Participant List	73
Appendix 7: Definitions of Recidivism	78
Appendix 8: Reentry Networks in California.....	79
Appendix 9: Funding Sources for Reentry	81
End Notes.....	81

Report Summary

Statement of Need

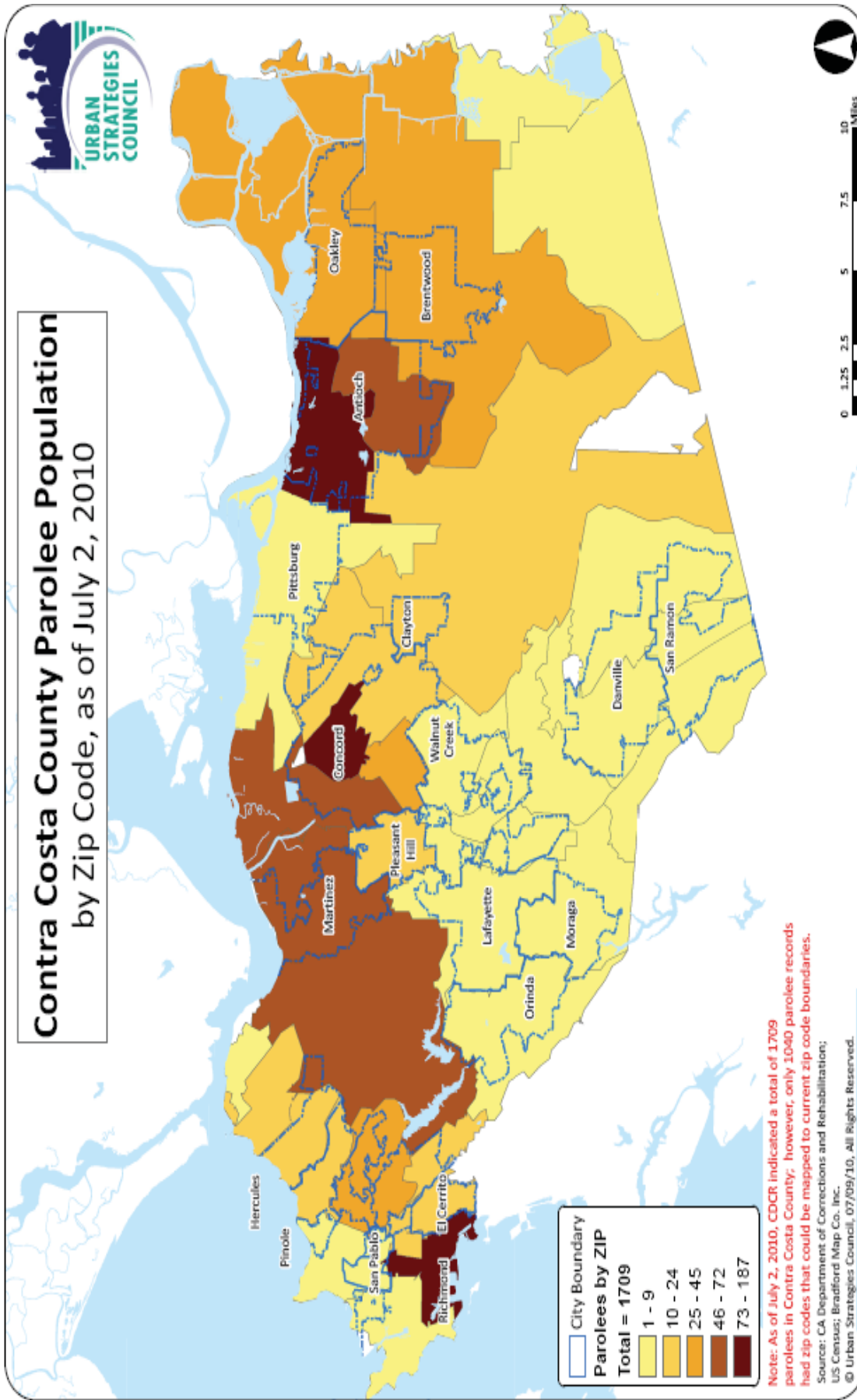
For the past four decades, the United States and the State of California have experienced a period of mass incarceration with prison populations steadily expanding. Consequently, there has been an accompanying mass release over this same period of time since over 90% of people incarcerated are eventually released.ⁱ As shown in Table 13 below, 2009 data reveal there were roughly 7,318 adults and juveniles under state or county criminal justice supervision in Contra Costa County. Moreover, in 2008, Contra Costa County sent 494 adults to state prison and 1,927 adults were released for the first time (558) or released from a parole violation (1369). Formerly incarcerated people are not evenly distributed throughout Contra Costa County and tend to be concentrated in poor urban communities of color. In Contra Costa County, the cities of Richmond, Pittsburg, Concord and Antioch have substantially higher densities of formerly incarcerated people than other areas of the county. The maps below (Figures 1, 2, and 3) provide pictures of how parolees and probationers are distributed across Contra Costa County (accompanying tables can be found in the Appendices, beginning on page 66).

Table 1: 2009 Contra Costa County Reentry Population Summary Table

	Parole	Probation	Total
Adult	1419	2719	4138
Juvenile	52 ⁱⁱ	3128	3180
Total	1471	5847	7318

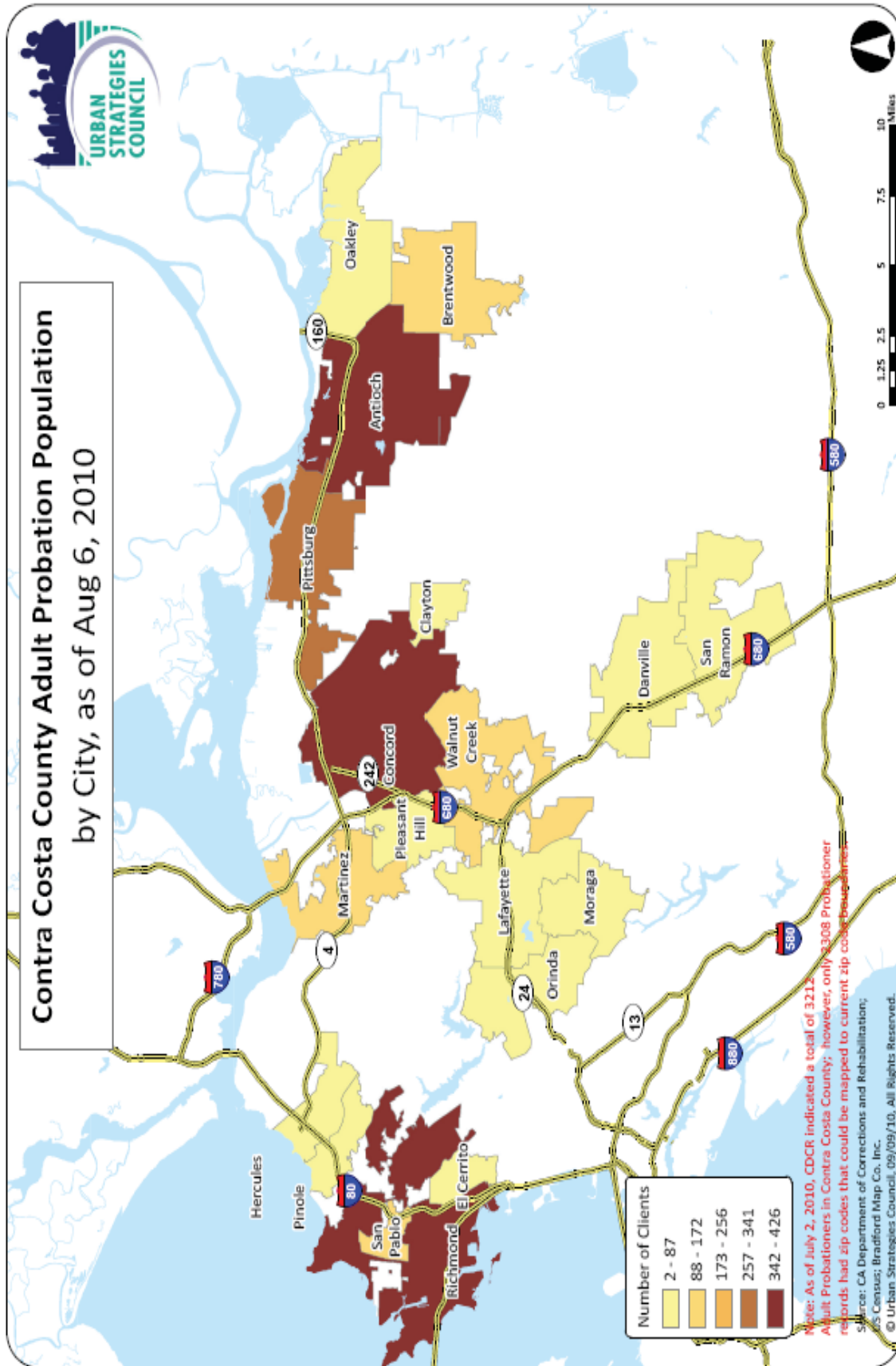
Upon release, the reentry population and the communities to which they return face a wide array of challenges. Table 2 summarizes current research on the service needs of formerly incarcerated adults and estimates the needs of the reentry population in Contra Costa County. As this table indicates, the reentry population is in need of health care, housing, employment, income, and a wide range of other services. Unfortunately, the communities to which they return are often the communities least capable of meeting these reintegration needs. Furthermore, CDCR and county jails do not provide many supports during the reentry process and, consequently, over half (56%) of all people released from CDCR will return within 3 years of their release. The flow of people between these communities and prison and jails destabilizes the communities of return and creates substantial barriers to providing ongoing health, employment, housing and educational services to a population in great need of these services.

Figure 1: Adult Parolee Population 07/02/10



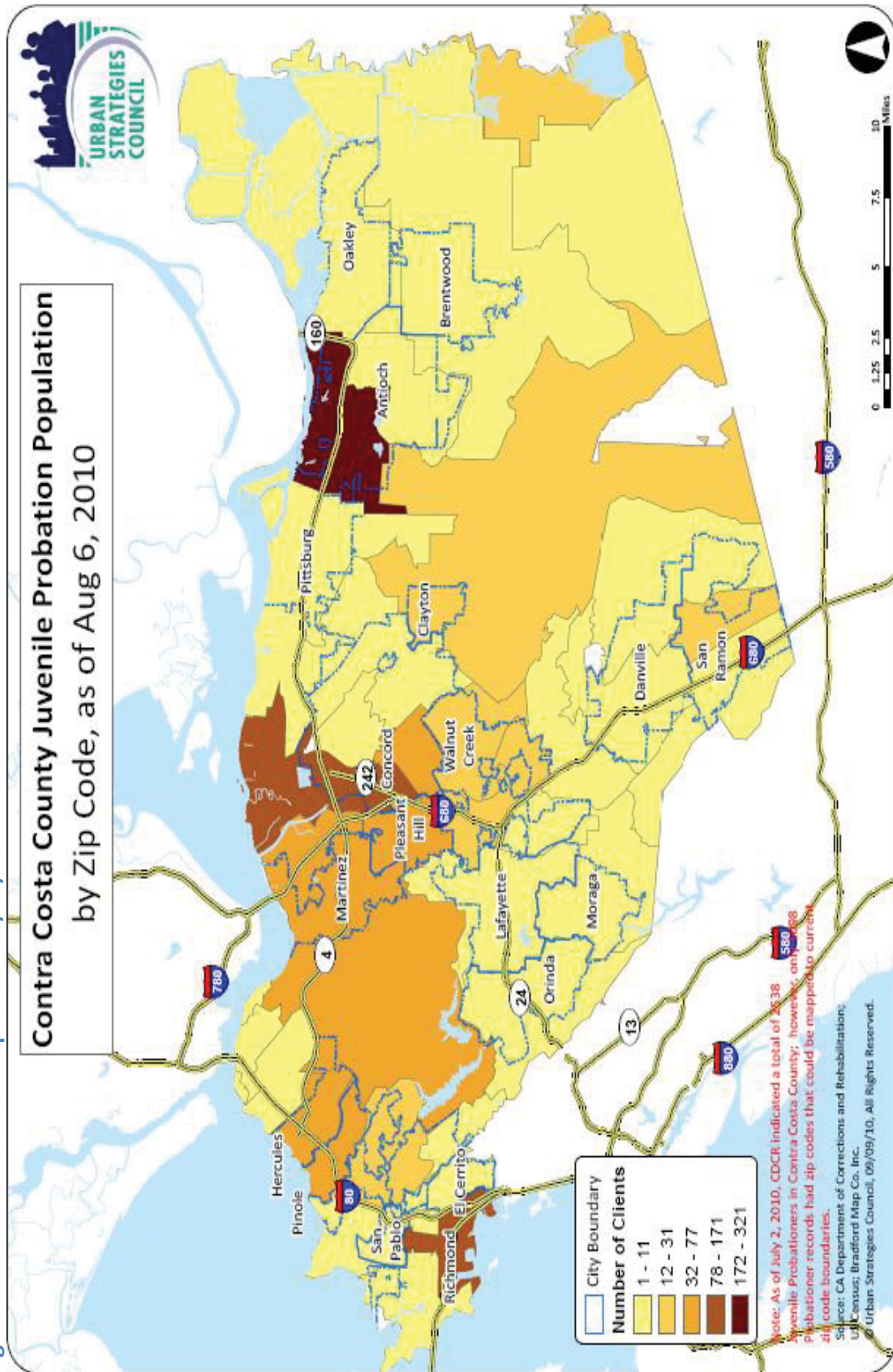
Accompanying table found in Appendix 1: Parolees by Zip Code 07/02/10

Figure 2: Adult Probation Population 08/06/10



Accompanying table found in Appendix 2: Adult Probationers by City 08/06/10

Figure 3: Juvenile Probation Population 08/06/10



Accompanying table found in Appendix 3: Juvenile Probationers by City 08/06/10

Table 2: Adult Reentry Service Needs Estimates

Research Indicates:	Among 4138 Adult Parolees and Probationers We Estimate That Approximately:
<i>Substance Abuse</i>	
74% of parolees have a history of substance abuse. ¹ Only 10% received treatment while incarcerated. ²	3062 treatment spaces are needed
<i>Employment</i>	
60% of parolees are not in the labor market one year after release ³	2482 job placements are needed
<i>Housing</i>	
Between 30% and 50% of parolees in San Francisco and Los Angeles are homeless ⁴	Between 1241 and 2069 housing placements are needed
<i>Health Services</i>	
Around 16% of prisoners have a Hepatitis C infection	662 primary care slots are needed
<i>Education</i>	
41% of parolees and 31% of probationers lack a high school diploma or GED ⁵	1696 adult education spaces are needed
<i>Family Services</i>	
55% of soon-to-be-release prisoners have children under the age of 18 ⁶	2274 parolees and probationers may need family counseling, support or reunification assistance

Recognizing these unprecedented levels of reentry, Contra Costa County has undertaken steps to establish a reentry system to address the needs of the formerly incarcerated and the communities to which they are returning. The Reentry Planning Initiative and this strategic plan

¹ Mumola, C.J. *Bureau of Justice Statistics Special Report: Substance Abuse and Treatment, State and Federal Prisoners, 1997*. Washington DC: US Department of Justice, Bureau of Justice Statistics, 1999.

² Bureau of Justice Statistics. *Correctional Populations in the United States, 1997*. Washington DC: US Department of Justice, Bureau of Justice Statistics, 2000.

³ Maruschak, L.M. *Bureau of Justice Statistics Bulletin: HIV in Prisons 1997*. Washington DC: US Department of Justice, Bureau of Justice Statistics, 1999.

⁴ California Department of Corrections. *Prevention Parole Failure Program: An Evaluation*. Sacramento: California Department of Corrections, 1997.

⁵ *Correctional Populations in the United States, 1997*.

⁶ *Bureau of Justice Statistics Bulletin: HIV in Prisons 1997*.

are the first steps towards establishing such a system. Doing so requires building an infrastructure that can foster the level of coordination and collaboration necessary for supporting people as they reintegrate into our communities. By improving our reentry systems we will simultaneously improve the health and safety of our communities and Contra Costa County.

BACKGROUND

Interested in addressing the issues formerly incarcerated people face upon release, DeVone Boggan, Director of the Richmond Office of Neighborhood Safety (ONS) and Supervisors Federal Glover and John Gioia, Chair and Vice-Chair, respectively, of the Public Protection Committee of the Contra Costa Board of Supervisors, collaborated to establish the Contra Costa County Reentry Planning Initiative (Reentry Planning Initiative). The ONS secured funding from The California Endowment and hired the Urban Strategies Council (Council) and Ijichi Perkins & Associates (IPA) to facilitate a process to develop a Reentry Strategic Plan to improve coordination and collaboration among reentry stakeholders and, ultimately, to improve outcomes for the formerly incarcerated residents of Contra Costa County. During the period from August 2009 through July 2010, the Initiative convened 14 meetings of approximately 200 stakeholders including county, city and state agencies, elected officials, service providers, formerly incarcerated individuals, community-based organizations and residents from across the county to gather input and advise on the strategic reentry plan.

This report and strategic plan are the products of a nine-month planning process involving reentry stakeholders from across Contra Costa County. The strategic plan presents a vision of reentry for Contra Costa County to make formerly incarcerated people more successful, communities safer and to improve the efficiency and effectiveness with which people returning from prison and jail are served. This Plan is considered a living document that will be regularly updated to reflect the current issues, problems and opportunities within Contra Costa County. Therefore, the strategic plan should be seen as a framework for addressing reentry throughout the county.

Report Overview

Part I of the strategic plan describes the ideological framework and foundation for subsequent portions of this document. The vision, principles and goals presented below offer a long-term perspective on how reentry should operate within Contra Costa County. Accordingly, even as progress is made towards implementing the system (described in Part II) and this strategic plan is updated, the ideological framework describe in Part I will guide future developments. In addition, the Planning Task Force determined that the coalition they are designing would be called the **Contra Costa County Reentry and Reintegration Collaborative (CCCRRC)**.

Part I: Vision and Purpose

Defining Reentry and Reintegration

Reentry and reintegration refer to both a philosophic approach to criminal justice and to a process of community reintegration. As a philosophy “reentry” refers to an approach to the criminal justice system (especially corrections) that works towards the successful reintegration of an individual from the point of adjudication within the system. Therefore, as a process, reentry begins at the time of adjudication and is completed when a person is successfully reintegrated back within their community. By focusing on community reintegration, reentry seeks to identify and meet the needs of the individual at each point of the process in a way that supports success in the community. Furthermore, this definition of reentry emphasizes the belief that a person who successfully completes the process is more capable of leading a productive, crime-free life than when they entered the criminal justice system.

Reentry and Reintegration is defined as a process, beginning at the time of adjudication, which plans for and provides the necessary services and supports to enable the formerly incarcerated individual to reenter the community, achieve stability and successfully reintegrate back into family and community life and to complete probation and parole without being re-incarcerated.

The CCCRRC believes that the reentry process is comprised of five stages:

1. **Arrest and Adjudication:** the period from arrest through adjudication.
2. **Incarceration:** the period of time when an individual is incarcerated within an institution.
3. **Pre-Release:** the activities that occur inside the institution to prepare a person for release once a date of release is known. Depending on the institution, the timeframe for this stage may vary with some lasting no more than a few hours and others for months.
4. **Release/Reentry:** the period of time beginning at release from the institution through the time at which the individual is stabilized back into the community.
5. **Reintegration:** the period during which a person is reintegrated within their community and is actively pursuing a path towards a healthy and productive life.

Vision, Mission and Values Statement

The following statements were developed and adopted by the CCCRRC during the Contra Costa Reentry Planning Initiative.

Vision Statement

Individuals released from incarceration into communities in Contra Costa County will become part of an integrated and supportive service network comprised of community-based organizations, government and public agencies and the broader community. This network will jointly create a pathway for the successful reentry and reintegration of formerly incarcerated individuals back into the community.

Mission Statement

The CCCRRC's primary mission is to engage and support individuals, families, and communities in formerly incarcerated individuals to become active and impactful members of their communities. The CCCRRC will accomplish this mission through the development and support of necessary public policy, public safety, community awareness and services.

Reentry services are part of a continuum that begins at the point an individual enters the justice system and continues through successful reintegration. Formerly incarcerated individuals and others directly affected by the criminal justice system are involved with the CCCRRC, providing input on prevention, service delivery, advocacy, and policy issues that encourage reintegration into the community and recidivism reduction.

Principles and Values

The Contra Costa County Reentry and Reintegration Collaborative is guided by the following principles and values:

- CCCRRC seeks to provide increased awareness about the value of formerly incarcerated individuals and their loved ones to their communities.
- Individuals are more likely to experience success when they are part of a supportive, integrated system.
- Reentry and reintegration begin while the individual is incarcerated.
- While leaving room for innovation, evidence-based practices are utilized when developing programs and policies.
- Collaboration, coordination, information, and communication are critical to the Contra Costa County Reentry and Reintegration Collaborative's success and sustainability.
- The good of the community comes before one's self and/or organizational interests.

Goals and Objectives

Clear and concise goals and objectives are an integral part of the Contra Costa Reentry Initiative. These goals and objectives focus the efforts of the Initiative, increase its credibility with stakeholders, and provide critical tools for assessing the extent to which it is accomplishing its mission.

In terms of framing performance goals, objectives and outcomes, the Initiative:

- Uses a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated as well as family and community members;
- Adopts strategies that draw on evidenced-based approaches and practices;
- Targets high-to moderate-risk probationers and parolees through the use of validated assessment tools;

- Emphasizes geographic areas in which a disproportionate number of probationers and parolees are drawn from and return to;
- Incorporates assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embraces a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other services essential to reentry; and,
- Provides for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services offered.

In order for the Initiative to continuously improve its ability to meet the needs of individuals reintegrating into the community, reduce recidivism, and maintain public safety, it addresses a wide range of reentry-related issues including:

- Increased job training, placement, and employment opportunities;
- Increased educational opportunities;
- Reduced violations of conditions of supervised release;
- Increased payment of child support;
- Increased housing opportunities;
- Reduced drug and alcohol abuse through participation in substance abuse services;
- Increased participation in physical and mental health services;
- Increased financial literacy; and
- Increased family and community engagement in reentry.

These issues are addressed through program and service recommendations in Part III (beginning on page 26 of this plan).

Part II: Policy and System Recommendations

Based upon the research, discussions and deliberations of the Task Force and Work Groups, the Planning Initiative has prepared two sets of recommendations. The first set of recommendations is directed to the Board of Supervisors and address broad policy and systems issues. A second set of Program Recommendations is directed to the proposed CCCRRC and the community-at large and form the foundation for the work of the CCCRRC.

Reentry System Policy Recommendations to the Contra Costa Board of Supervisors

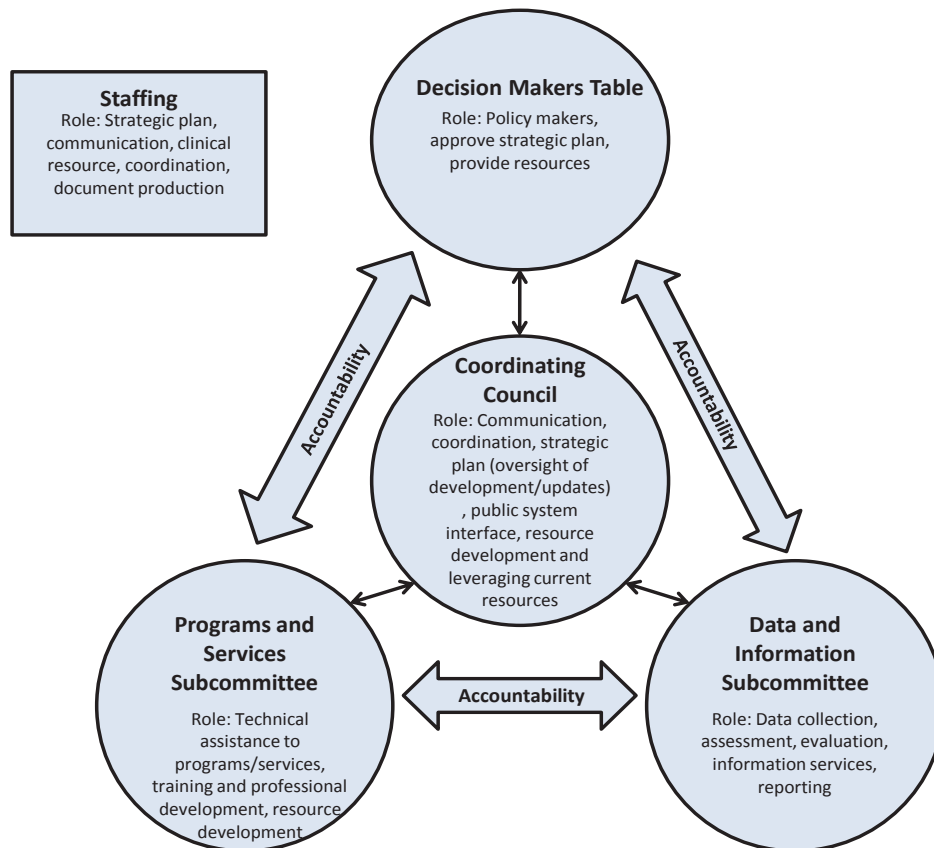
1. The Board should adopt the Contra Costa County Reentry Strategic Plan as the county's strategic plan for reentry.
2. The Board should adopt the CCCRRC as the countywide mechanism for coordination and implementation of the reentry strategic plan.

3. The Board should designate a single county agency to house the CCCRRC and to provide leadership and administrative support for its operations and to coordinate the support of other county and governmental agencies, non-profit, faith-based and business partners, and community residents in achievement of the goals and objectives set forth in the reentry strategic plan.

Discussion of Reentry System Policy Recommendations

One of the primary goals of the Contra Costa County Reentry Planning Initiative is to design and implement a countywide infrastructure that will operate an efficient and effective system of community reentry and reintegration from incarceration. The diagram below depicts the infrastructure developed by the participants of the Reentry Planning Initiative. Each committee is described in greater detail on subsequent pages.

Figure 4: CCCRRC Infrastructure Diagram



The **Contra Costa County Coordinating Council** is the coordinating and communication hub of the collaborative. Information passes through the Coordinating Council (either formally or informally) as the lead body to ensure the collaborative remains informed of reentry activity and supports in Contra Costa County. Representatives serving on the Coordinating Council are advisors to key decision-makers. On an annual basis the Coordinating Council will present a “State of Affairs” (plan and strategies) and a six-month review to the Decision Makers Table. This committee will be charged with discussing a wide range of issues and will serve as an advisory body to the Decision Maker Table. As the most representative body of the Collaborative, the Coordinating Council will be responsible for establishing the operational policies of the CCCRRC. In doing so, the Coordinating Council will create a system of accountability among the various committees and all those involved with the CCCRRC.

The **Programs and Services Subcommittee** provides technical assistance for programs and services, training and professional development, resource development for providers; identifies information needs, inventories current services, best practices/research; prepares gaps/needs/assets analysis and policy recommendations. This subcommittee will initially be created from the existing East and West County provider groups. As the CCCRRC develops it may be necessary to develop workgroups around specific services (e.g., employment, housing) that will serve under the Programs and Services Subcommittee. These workgroups would bring together stakeholders within these specific fields and could be established on an as-needed basis (e.g., to develop a countywide application for funding) or become a permanent component of the CCCRRC.

The **Data and Information Subcommittee** supports the rest of the CCCRRC’s effort by ensuring that data and informational needs of the various committees, stakeholders and the community are being met. They also serve an information management function by collecting the current data on the reentry population in Contra Costa County and making those data available to the CCCRRC. This subcommittee also will work with existing research and program evaluation organizations to conduct regular assessments of existing programs. The Data and Information Subcommittee will produce regular reports in order to share their research with municipal leaders, media, and local community organizations.

The **Decision Makers Table** initiates legislation and policy and commits resources and other support for the goals, objectives, and activities proposed by the Coordinating Council to improve the lives of those affected by reentry services. The Decision Makers Table approves an annual reentry plan and conducts a mid-year review to determine progress on the plan and to identify policy and resource needs.

Part III: Program Recommendations

In addition to designing a recommended infrastructure to support an effective reentry system, the Reentry Planning Initiative also produced a series of programmatic recommendations for critical services. These recommendations were developed by staff from the relevant county/city agencies, CBOs and other stakeholders engaged in the process. Each set of

programmatic recommendations is specific to that service area; however, they also share a common set of ideas about how the reentry system should operate. These common elements have been pulled out from the specific service areas and are presented as “System-Wide Recommendations” because they were identified as critical to achieving the service specific recommendations outlined below. In this executive summary we provide a sketch of the recommendations, to see the more detailed list go to page 26 of the Strategic Plan.

System-Wide Recommendations

Reentry Process Recommendations

1. *Sentencing*: Incorporate a risk and needs assessment requirement throughout the criminal justice process beginning with sentencing.
2. *Incarceration*: Utilize incarceration as an opportunity for individuals to address individual needs, increase human and social capital, and to begin establishing connections with positive social networks:
 - Begin service delivery by community-based providers immediately upon incarceration with pre-release planning beginning a minimum of 120 days prior to release whenever possible.
3. *Pre-Release*: Establish and formalize a pre-release planning process that identifies service needs and, prior to release, connects prisoners with community-based service providers.
4. *Release*: Develop a system for providing transitional services that connect the formerly incarcerated with positive social networks that were established prior to release.
5. *Reentry*: Build/support a full continuum for the provision of particular services (e.g., employment, housing, health).

Service Delivery System Recommendations

1. Develop the service delivery system to ensure sufficient capacity and supply of services to meet the needs of the formerly incarcerated population in Contra Costa County.
2. Establish professional development requirements for all service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards.
3. Provide training opportunities for Parole, Probation and Municipal Police Departments that address best practices on how to work with the at-risk youth population.

Education and Computer Literacy Recommendations

1. Offer targeted remedial and supportive educational programs to boost basic skill proficiency levels among formerly incarcerated individuals.
2. Provide and expand in-person computer skills training programs for formerly incarcerated individuals both inside correctional/detention facilities and in the community.

3. Provide access to college level courses (during and after incarceration), financial aid, and support services (EOPS, DSPS, tutoring, counseling, reentry programs).
4. Offer supportive programs to prepare formerly incarcerated individuals for the necessary discipline and focus required for long-term commitment to educational goals such as completion of the G.E.D.

Financial Literacy and Services

1. Provide basic financial literacy skills training to formerly incarcerated individuals who leave custody and access services through the CCCRRC.
2. Provide formerly incarcerated individuals with access to financial support tools, including public benefits, supportive services, and individual development accounts (IDAs) to help individuals begin to stabilize their financial situations.
3. Conduct targeted outreach to the reentry population for free tax preparation assistance to help them access Earned Income Tax Credit.
4. Offer credit-counseling/credit-repair.
5. Connect individuals with bank accounts to avoid check cashing outlets.
6. Provide budgeting classes/counseling.

Employment

1. Develop targeted services and programs to increase the employment rate of formerly incarcerated individuals and address the impact of a criminal record on employment.
2. Expand the number and range of supported/subsidized work experience programs for formerly incarcerated individuals.
3. Develop and enhance job-specific training and certification programs during incarceration.
4. Develop and enhance paid training programs/transitional employment in multiple sectors, targeting individuals recently released from incarceration.
5. Evaluate the county's hiring procedures and adopt the specific Equal Employment Opportunity Commission (EEOC) criteria that reflect minimum federal requirements.
6. Develop and implement a county "Ban the Box" policy to remove the question about criminal records from county employment applications during the initial application stage of the hiring process except for certain identified sensitive positions in public safety and children's services or as determined by the agency. Policies vary across jurisdictions but have some of the following elements:
 - delete the criminal background question from initial application;
 - ensure that federal law, which requires that a conviction be "substantially related" to job responsibilities, is enforced;
 - perform a background check once the candidate is selected or determined to be a serious prospect;
 - identify all positions for which background checks will be conducted due to the nexus between offenses and job duties, or as required by law;

- consider the gravity of the offense, the age of the candidate at the time of the offense, and how much time has elapsed since the conviction and the application;
 - the right of the applicant to be notified that they were disqualified because of information in the background check and the right of the applicant to correct information and appeal the decision. Candidates for jobs with conviction restrictions can be notified of such restrictions in position announcements; and
 - apply the policy to county/city vendors and contractors. For examples of “Ban the Box” policies, please visit the National Employment Law Project website: http://www.nelp.org/index.php/content/content_issues/category/criminal_records_and_employment/. For a “Q and A” on the policy, please visit: <http://www.crmintegrators.com/transformationnetwork/Advocacy/tabid/71/Default.aspx>.
7. Outreach to businesses/employers to encourage use of available financial incentives for hiring people with criminal records.
 8. Create an efficient process for access to employment records during incarceration from CDCR, county detention system and juvenile hall.

Mental Health

1. Identify parolees/probationers with mental health issues prior to release.
2. Develop a seamless transition into mental health services from county jail and state prison that ensures an intake appointment within the first week of release.
3. Implement a process for obtaining/transferring complete medical records prior to release.
4. Implement a process for developing a case conference/treatment plan with affected departments/agencies prior to release.
5. Incorporate mental health status exam into sentencing determinations, especially for youth.
6. If a youth is a mental health services consumer, connect him/her to the Contra Costa County Mental Health Services Act (MHSA) Transition Age Youth (TAY) program.

Substance Abuse

1. Improve the coordination of and access to substance abuse services for the reentry population.
2. Coordinate the development of the pre-release substance abuse assessments.
3. Early identification of substance-abusing prisoners scheduled to return to Contra Costa County, supporting early and active transition planning 3 months prior to release.
4. Develop an effective and regular system of communication between Addiction Recovery Counselors (ARC) counselors and Alcohol and Other Drug Services (AODS).
5. Provide technical support to ARC counselors to ensure that prisoners suffering from substance abuse or co-occurring disorders receive an integrated approach to treatment during and after incarceration as determined by on AOD assessment.

6. Ensure that ARC counselors incorporate conditions of parole into clients' transition plans.
7. Assess clients' eligibility to public benefits prior to release.
8. Develop a system to connect formerly incarcerated individuals with positive social networks prior to release.
9. Ensure that ARC counselors keep up-to-date information about substance abuse services in Contra Costa County.
10. Address immediate issues prior to release that could prevent successful reentry such as substance abuse treatment, lack of medication, housing, etc.

Health

1. Develop a coordinated mechanism for providing re-entrants with health services.
2. Ensure that reimbursement mechanisms for covering the cost of health care are established and that MOUs and policy related to this are implemented.
3. Establish a special committee to coordinate mental health, health and substance abuse issues.
4. Advocate with CDCR to obtain medical, mental health and substance abuse records to provide continuity of care and expedite establishment of benefits.
5. Advocate for clarification of the definition of "legal residence" to ensure access to all potential reimbursement mechanisms.

Mentoring/Community Engagement

1. Incorporate a consultation with youth social worker, advocate or mentor (if possible) into sentencing decision in order to gather valuable psychosocial information on youth.
2. Create a task force dedicated to exploring structured mentoring opportunities/practices specific to addressing the needs of formerly incarcerated individuals.
3. Identify promising strategies/evidence-based models and best practices of mentoring that have demonstrated success in serving those who are formerly incarcerated.
4. Select and support the development of successful mentoring strategies/programs that are designed specifically to serve the formerly incarcerated:
 - Identify and obtain financial support to develop, evaluate and sustain mentoring efforts that address the needs of the formerly incarcerated.
 - Implement the program with operating procedures and standards for mentor and participant that include recruitment, screening, training, matching, monitoring and support, match closure and evaluation strategies based on the latest mentoring research and evidence from experienced mentoring practitioners.

Housing

1. Ensure housing-focused discharge planning prior to release.
2. Develop pre-release plans that realistically address the housing needs of the individual.
3. Involve the inmate, community-based case manager and parole/probation officer in pre-release planning process.
4. Connect formerly incarcerated individuals with support system immediately upon release.
5. Provide opportunities for community service upon release.
6. Offer peer-driven case management and supports to facilitate transition process.
7. Remove any barriers to affordable housing:
 - Work with developers to remove "screening" for people with criminal records.
 - Work with Housing Authority to remove any potential barriers in their policies and practices.
 - Work with affordable housing currently in operation to make sure that there is no bar against the formerly incarcerated person reentering those units (i.e. to reunify with family).
8. Increase the supply of housing dedicated to the formerly incarcerated in Contra Costa County
9. Provide service providers with professional training opportunities to develop their understanding of the formerly incarcerated.
 - Establish professional development requirements for all service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards.

Legal Services

1. Conduct a legal issues risk and needs assessment to during incarceration, pre-release and post-release.
2. Increase the number of currently incarcerated and formerly incarcerated individuals' participation in services/programs that modify child support payments, establish paternity, determine visitation rights, and release license holds immediately upon incarceration.
3. Increase the number of formerly incarcerated individuals' participation with Housing Law Providers in an effort to decrease evictions and increase access to subsidized housing.
4. Increase the number of formerly incarcerated individuals who participate in Homeless Court and/or attend Traffic Court.
5. Increase the number of formerly incarcerated individuals who have access to their county/state RAP sheet.
6. Increase number of employers who understand and follow employment law related to hiring individuals with criminal records.
7. Increase understanding and completion of terms of Parole and Probation in order to decrease violations. Increase communication between Parole/Probation and service providers regarding violation hearings.

8. Increase number of registered and voting formerly incarcerated individuals in Contra Costa County.
9. Create reentry courts, drug courts, mental health courts and alternatives to incarceration/diversion programs in order to address underlying causal factors for offenses such as substance abuse and mental health disorders in order to reduce recidivism and increase recovery.
10. Create a monthly “Clean Slate” clinic that provides access to legal remedies to common barriers to housing, employment and public benefits and for juveniles’ record sealing.
11. Create training for reentry service providers on legal issues, barriers and remedies. Establish training requirements around reentry legal issues for all service providers who receive funding through the Richmond and Contra Costa County funding streams specific to the area of service.
12. If youth is incarcerated for sex work, work with judge to see if there is a prison/jail alternative.
13. Identify jail/prison alternatives for youth (e.g., boys/girls ranch, mental health treatment center) if appropriate, and inform judge of these options.

Part IV: Implementation Plan

The implementation of this strategic plan consists of three phases: 1) Adoption of the Strategic Plan; 2) Establishment of the Reentry Infrastructure; and 3) Implementation of the Programmatic Recommendations.

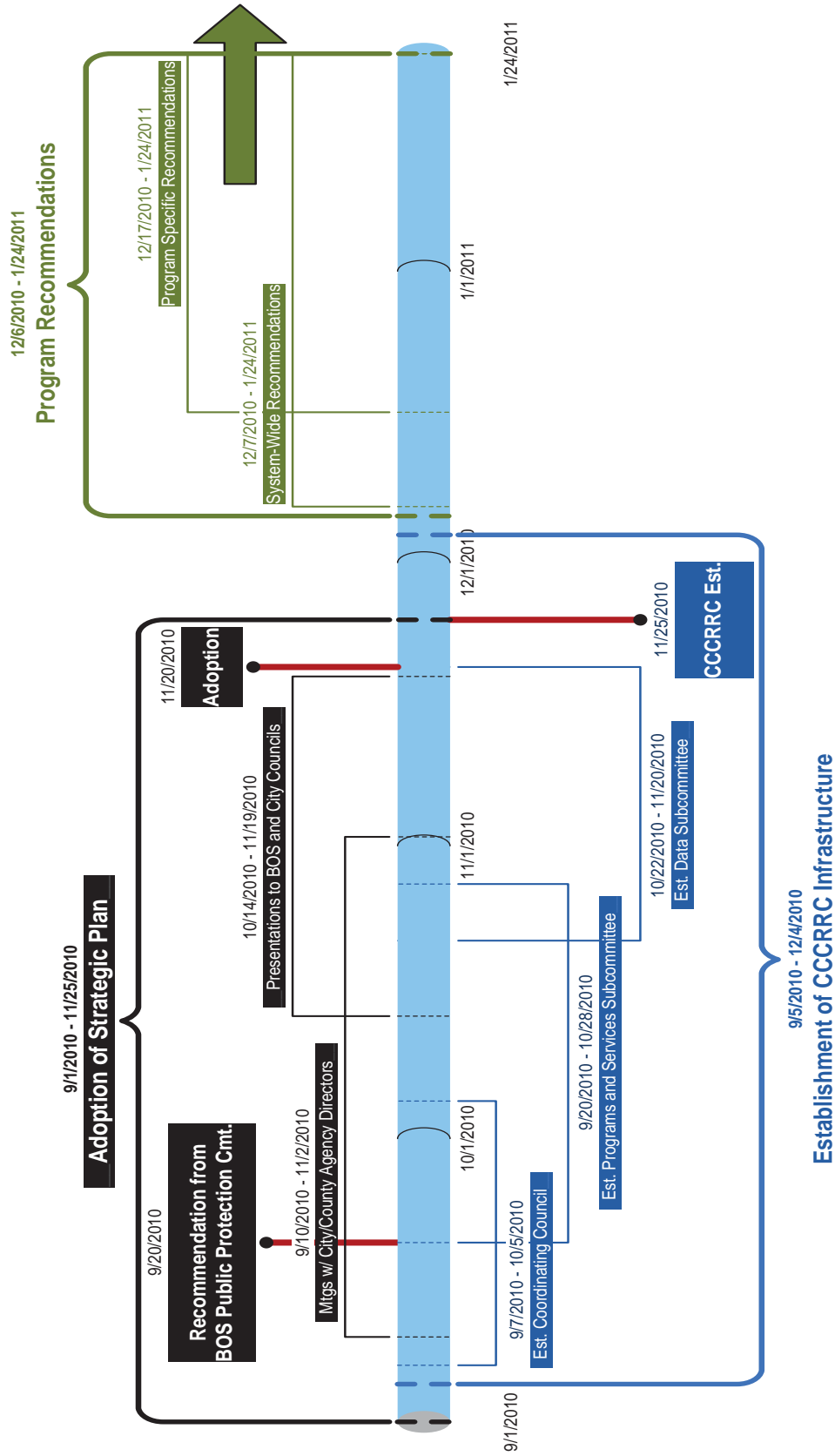
The first phase of implementation is to have the strategic plan formally adopted by the Contra Costa County Board of Supervisors and the Antioch, Concord, Pittsburg and Richmond City Councils. Therefore, the members of the Reentry Planning Task Force and the soon to be established CCCRRRC will hold a series of meetings with the directors of county and city agencies in these jurisdictions to brief them and obtain their support for this Strategic Plan. Subsequently, the strategic plan will be brought to the Contra Costa County Board of Supervisors and city councils with a request for formal adoption.

Concurrent with the adoption of the strategic plan the participants of the Reentry Planning Initiative will begin to establish the reentry infrastructure outlined above. The current Reentry Planning Task Force will create the Coordinating Council and the existing East and West County provider groups will create the Programs and Services Subcommittee. During this time the committees will establish their procedural and operational practices to ensure that they are fully functioning when the Board of Supervisors adopts the strategic plan.

Implementation of the programmatic recommendations will begin as soon as the infrastructure is in place, with certain recommendations moving forward after the various committees being established. An emphasis will be placed on implementing the system-wide recommendations first as they will have the greatest impact on the efficiency and effectiveness of the service area recommendations.

A logic model outlining the program recommendations, the performance measures associated with those recommendations and the resources that will be devoted towards these recommendations is on page 44 of this Plan.

Contra Costa Reentry Initiative September 2010 - January 2011





Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

6.

Meeting Date: 10/27/2014

Subject: ACCEPT REPORT ON REVIEW OF COUNTY ALCOHOLIC BEVERAGE SALES COMMERCIAL ACTIVITIES ORDINANCE

Submitted For: John Kopchik, Interim Director, Conservation & Development Department

Department: Conservation & Development

Referral No.: N/A

Referral Name: ACCEPT REPORT ON REVIEW OF COUNTY ALCOHOLIC BEVERAGE SALES COMMERCIAL ACTIVITIES ORDINANCE

Presenter: Bob Calkins, (925) 674-7877 **Contact:** Bob Calkins, (925) 674-7877

Referral History:

On June 3, 2014 the Board of Supervisors referred to Public Protection Committee a review of the Alcoholic Beverage Sales Commercial Activities Ordinance. In 2002, the Board of Supervisors adopted Ordinance No. 2002-33, which established Chapter 82-38 of the County Ordinance Code. The Ordinance regulates Alcoholic Beverage Sales Commercial Activities, which are locations where the retail sale of alcoholic beverages occur.

The ordinance requires land use permits for newly established alcoholic beverage commercial activities, conferred Deemed Approved ("grandfathered") status on certain existing establishments selling alcoholic beverages, and provides standards and an administrative hearing process to review violations of those standards. The ordinance was enacted to protect the general health and welfare of the residents of the County and to prevent nuisance activities where alcoholic beverage sales occur. Since 2002, there may have been additional alcoholic beverage products released and marketed within the unincorporated area that are contributing to nuisance activities, but are not included in the County Ordinance Code.

On June 23, 2014, the Department of Conservation and Development provided, and the Public Protection Committee approved, a 4-phase work-plan to review the current Ordinance and return to the Committee with recommendations. Over the course of the last four months, the Department has formed an internal workgroup composed of members of Administration, Code Enforcement and Community Development to review crime statistics at facilities with deemed approved status within the unincorporated area and will present findings at today's meeting.

Referral Update:

Bob Calkins, CDBG Program Manager, will make a presentation to the Committee on the findings of the workgroup and answer any questions that the Committee may have.

Recommendation(s)/Next Step(s):

1. ACCEPT a report on the review of the Alcoholic Beverage Commercial Sales ordinance (commonly referred to as the "Deemed Approved Ordinance"); and,

2. PROVIDE direction to staff as necessary.

Fiscal Impact (if any):

No fiscal impact.

Attachments

Alcoholic Beverage Sales Commercial Activities Ordinance - Staff Report



CONTRA COSTA COUNTY
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, CA 94553-4601
Telephone: 674-7877 Fax: 674-7250

TO: Public Protection Committee
Supervisor Federal Glover
Supervisor John Gioia

FROM: John Kopchik, Interim Director
By: Bob Calkins, CDBG Program Manager

DATE: October 27, 2014

SUBJECT: **Proposed Findings and Recommendations – Alcoholic Beverage Sales Commercial Activities (Deemed Approved Ordinance)**

RECOMMENDATION

APPROVE the proposed Findings and Tentative Recommendations as proposed by staff and/or amended by the Public Protection Committee (PPC), and forward to the Board of Supervisors for consideration.

BACKGROUND

Through the efforts of District 5 Supervisor Federal Glover, it has come to the attention of the Board of Supervisors that a type of alcoholic beverage product known as "alcopops" has been identified as a contributor to under-age drinking in the County. On June 3, 2014, the Board of Supervisors referred to the PPC the task of reviewing Chapter 82-38 of the ordinance code, known as the "Deemed Approved" ordinance (Attachment #1), to determine if relevant changes can or need to be made to the ordinance in order to better regulate the sale of alcopops by liquor stores, as well as reviewing the entire ordinance to make any needed changes that would improve its overall effectiveness relating the sale of alcohol in the unincorporated areas. A 4-phase work plan was approved by the PPC on June 23, 2014 (Attachment #2).

FINDINGS

Research

1. There is a perception held by the public that AlcoPop products are marketed to youth, and are more accessible to minors than other alcoholic beverages.

2. The Performance Standards notice and Deemed Approved pamphlet were out-of-date (old phone numbers, etc.).
3. Health Services Department currently conducts inspections of businesses selling alcohol including Deemed Approved establishments.

Mapping

1. Many of the Deemed Approved establishments are within crime reporting districts with 20% higher than average crime rates (Attachment #3)
2. DCD has not received any complaints about a Deemed Approved establishment from the public, sheriff, or any other interested party.
3. DCD and the Sheriff's office have not coordinated sharing of crime data from Deemed Approved establishments.
4. Over the last four years, crimes have been reported taking place at most Deemed Approved establishments including crimes related to alcohol (sales to minors, intoxicated in public, etc.)

Site Inspections

1. Some Deemed Approved establishments are closed, no longer in business, or no longer sold alcohol.
2. Most Deemed Approved establishments do not have the Performance Standards notice posted in the store as required.
3. Most Deemed Approved establishments with AlcoPop products have them placed in the back of the store, in the refrigerator section next to other alcoholic beverages (beer, mostly).
4. A few Deemed Approved establishments in Bay Point and Rodeo have placed AlcoPop products near the front of the store, or near the cash register.
5. Most of the Deemed Approved establishments were found, at the time of the site inspections, to be free of nuisance activities (loitering, public drunkenness, excessive litter, or excessive loud noise).

TENTATIVE RECOMMENDATIONS

1. Update the Performance Standards (PS) notice with correct contact information.
2. Have the PS notice contain a "Quick Response Code" (QR Code) containing how and where a person can submit a complaint about the operation of the Deemed Approved establishment.
3. Establish protocols with the Office of the Sheriff to share with DCD crime data for all Deemed Approved establishments on a yearly basis.
4. Establish a protocol for performing consistent site inspections of the Deemed Approved establishments including developing protocols with Health Services Department to share with DCD the results of their inspections of businesses selling alcohol including the Deemed Approved establishments.
5. Establish a protocol with the Tax Collectors Office to ensure Deemed Approved establishments are paying the required fee pursuant to Section 82-38-1006.

6. Conduct periodic trainings on the Ordinance to owners and employees of Deemed Approved establishments.
7. Advocate for State legislation prohibiting the sale of AlcoPop products by businesses that sale alcohol beverages.
8. Changes to Ordinance:
 - a) Require the PS notice to be a certain size (including font size, etc.) and posted in a specific location(s).
 - b) Add language to Section 82-38.814(9) of the Deemed Approved ordinance specifically allowing the County to prohibit the sale of AlcoPop products if an establishment is found to be in violation of the Ordinance.

Attachments

ATTACHMENT #1

Contra Costa County, California, Ordinance Code >> Title 8 - ZONING >> Division 82 - GENERAL REGULATIONS >> Chapter 82-38 ALCOHOLIC BEVERAGE SALES COMMERCIAL ACTIVITIES >>

Chapter 82-38 ALCOHOLIC BEVERAGE SALES COMMERCIAL ACTIVITIES

Sections:

Article 82-38.2. General

82-38.202 Purpose and administration.

82-38.204 Definitions.

82-38.206 Inspection and right of entry.

82-38.208 Administrative hearing officer.

82-38.402 Existing alcoholic beverage sales commercial activities.

82-38.404 Transfer or revocation of alcoholic beverages control licenses.

82-38.406 Change in mode or character of operation.

82-38.602 Requirement.

82-38.604 Restrictions.

82-38.606 Findings.

82-38.608 Granting.

82-38.810 Conditions of approval.

82-38.802 Purpose.

82-38.804 Applicability.

82-38.806 Deemed approved activity.

82-38.808 Deemed approved performance standards.

82-38.810 Posting.

82-38.812 Notification to owners of deemed approved activities.

82-38.814 Violations of performance standards, conditions of approval for continued deemed approved status following violation.

82-38.816 Procedure for consideration of violations to conditions of approval.

82-38.1002 Appeal to board of supervisors.

82-38.1004 Notification of public hearing.

82-38.1006 Fee schedule.

82-38.1008 Violations and penalties.

82-38.202 Purpose and administration.

This chapter requires and provides criteria for the consideration and approval of land use permits before a new alcoholic beverage sales commercial activity will be permitted in any land use zoning district of this county. This chapter further confers deemed approved status upon existing alcoholic beverage sales commercial activities. The county finds it necessary to establish land use permit requirements and criteria in the interest of the public health, safety and welfare to regulate alcoholic beverage sales commercial activities in the unincorporated area. This chapter alone does not allow or permit alcoholic beverage sales commercial activities, but only applies to these activities where otherwise allowed or permitted within an involved applicable land use zoning district. This chapter does not authorize alcoholic beverage sales commercial activities in any land

use district where they are not otherwise allowed or permitted by the applicable involved zoning district's regulations.

(Ord. 2002-33 § 2).

82-38.204 Definitions.

For purposes of this chapter, the following words and phrases have the following meanings:

- (a) "Administrative Hearing Officer." The zoning administrator or his or her designee is the alcoholic beverage sales administrative hearing officer.
- (b) "Alcoholic Beverage." Alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, that meets the following criteria: (1) contains one-half of one percent or more of alcohol by volume; (2) is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances; and (3) sales of which require a state of California Department of Alcoholic Beverage Control license.
- (c) "Alcoholic Beverage Sales Commercial Activity." The retail sale, for on-premises or off-premises consumption, of alcoholic beverages. A full-service restaurant is not an alcoholic beverage sales commercial activity.
- (d) "Condition of Approval." A requirement that must be carried out by: (1) a new alcoholic beverage sales commercial activity to exercise a land use permit; or (2) an existing alcoholic beverage sales commercial activity to comply with deemed approved performance standards and to retain its deemed approved status.
- (e) "Crime Reporting Districts." Geographical areas within the boundaries of the unincorporated area of the county that are identified by the Contra Costa County sheriff's department in the compilation and maintenance of statistical information on reported crimes and arrests.
- (f) "Deemed Approved Activity." Any alcoholic beverage sales commercial activity existing immediately before the effective date of this chapter is a deemed approved activity if it complies with the deemed approved performance standards in Section 82-38.808.
- (g) "Deemed Approved Performance Standards." The standards set forth in Section 82-38.808.
- (h) "Deemed Approved Status." The status conferred by this ordinance upon a deemed approved activity in accordance with Section 82-38.806.
- (i) "Full-Service Restaurant." A place that: (1) is primarily, regularly and in a bona fide manner used and kept open for the serving of at least dinner to guests for compensation; and (2) has kitchen facilities containing conveniences for cooking an assortment of foods that may be required for those meals; and (3) obtains a minimum of sixty-seven percent of its gross receipts from the sale of meals and other food and drink non-alcoholic products; and (4) submits evidence of total meal and other non-alcoholic product sales to county officials upon request for purposes of determining its status under this ordinance. A place that sells or serves only sandwiches (whether prepared in a kitchen or made elsewhere and heated up on the premises) or only snack foods, or both, is not a full-service restaurant.
- (j) "License." A valid state of California Department of Alcoholic Beverage Control license.
- (k)

"Off-Sale Alcohol Outlet." An establishment that conducts retail sales of alcoholic beverages for consumption off the premises where sold.

- (l) "On-Sale Alcohol Outlet." An establishment that conducts retail sales of alcoholic beverages for consumption on the premises where sold, excluding full-service restaurants.

(Ord. 2002-33 § 2).

82-38.206 Inspection and right of entry.

- (a) County staff designated by the county administrator to enforce this ordinance may enter an alcoholic beverage sales commercial activity during normal business hours whenever they have cause to suspect a violation of any provision of this chapter or to investigate alleged violations of the deemed approved performance standards or conditions of approval prescribed in this chapter.
- (b) An owner or occupant, or agent of an owner or occupant, who refuses to permit entry and investigation into premises open to the public is subject to civil or criminal prosecution.

(Ord. 2002-33 § 2).

82-38.208 Administrative hearing officer.

The administrative hearing officer will conduct public hearings and make determinations in accordance with Section 82-38.406, Section 82-38.814, and Section 82-38.816 to obtain compliance with this chapter. This section is not intended to restrict the powers and duties of other county officers or bodies that monitor alcoholic beverage sales commercial activities in the unincorporated area of the county to ensure compliance with applicable laws, statutes, and regulations.

(Ord. 2002-33 § 2).

Article 82-38.4. Nonconforming Use Provisions for Existing Alcoholic Beverage Sales Commercial Activities

82-38.402 Existing alcoholic beverage sales commercial activities.

On premises for which a license has been issued and where these premises are being used to exercise the rights and privileges conferred by the license at a time immediately before the effective date of this chapter, the premises may continue to be used to exercise the same rights and privileges without requiring a land use permit. This use is a nonconforming use, subject to the nonconforming use provisions of Chapter 82-8 of the county ordinance code (except as otherwise provided in this chapter or in the

Alcoholic Beverage Control Act, Division 9 of the Business and Professions Code), and is entitled to deemed approved status, subject to Article 82-38.8.

(Ord. 2002-33 § 2).

82-38.404 Transfer or revocation of alcoholic beverages control licenses.

- (a) If a license is to be transferred to a new owner, the community development director is authorized under Business and Professions Code Section 23800(e), on behalf of the county, to request that the state of California Department of Alcoholic Beverage Control within thirty days after the filing of a transfer application (or a longer period if allowed by law) impose

conditions to mitigate problems at or in the immediate vicinity of the premises on any licenses being transferred to new owners.

- (b) If a license is to be transferred to a new premises, the alcoholic beverage sales commercial activity must apply for a land use permit in accordance with the requirements of Chapter 26-2, Chapter 82-6, and this chapter.
- (c) If a license is revoked by the state of California Department of Alcoholic Beverage Control, after the revocation becomes a final order the alcoholic beverage sales commercial activity must cease operation and may not resume unless it applies for and obtains a land use permit in accordance with this chapter.

(Ord. 2002-33 § 2).

82-38.406 Change in mode or character of operation.

- (a) The administrative hearing officer may hold a public hearing to determine whether a land use permit is required for an existing alcoholic beverages sales commercial activity if any of the following occur:
 - (1) An alcoholic beverage sales commercial activity discontinues operation for more than one hundred twenty days;
 - (2) An alcoholic beverage sales commercial activity surrenders, abandons, closes, or quits its licensed premises;
 - (3) An alcoholic beverage sales commercial activity's license is surrendered or suspended;
 - (4) An existing alcoholic beverage sales commercial activity changes its activity so that the state of California Department of Alcoholic Beverage Control requires a different type of license;
 - (5) An existing alcoholic beverage sales commercial activity expands the floor area devoted to the display or sales of alcoholic beverages, or both, by more than twenty percent;
 - (6) Any other circumstances that results in a substantial change in the mode or character of operation of the alcoholic beverage sales commercial activity, except for those circumstances listed in subdivision (b) of Section 23790 of the California Business and Professions Code.
- (b) The purpose of a public hearing under this article is to receive testimony and determine whether the premises have operated continuously without substantial change in the mode or character of operation. Notice of the public hearing will be in accordance with Section 82-38.1004.
- (c) At the conclusion of a public hearing under this article, the administrative hearing officer may determine that a substantial change in the mode or character of operation of the premises either has occurred or has not occurred.
- (d) If the administrative hearing officer determines that a substantial change in the mode or character of operation of the premises has occurred, the alcoholic beverage sales commercial activity must cease operation and may not resume unless it applies for and obtains a land use permit in accordance with this chapter.
- (e) The determination of the administrative hearing officer becomes final thirty calendar days after the date of decision unless appealed to the board of supervisors in accordance with Section 82-38.1002.

(Ord. 2002-33 § 2).

Article 82-38.6. Land Use Permits for New Alcoholic Beverage Sales Commercial Activities

82-38.602 Requirement.

Notwithstanding any other provisions of this code, no new alcoholic beverage sales commercial activity may be established unless a land use permit is first obtained in accordance with the requirements of Chapter 26-2, Chapter 82-6, and this chapter.

(Ord. 2002-33 § 2).

82-38.604 Restrictions.

- (a) A new alcoholic beverage sales commercial activity is not permitted in any of the following locations:
 - (1) Within seven hundred feet of an existing alcoholic beverage sales commercial activity;
 - (2) Within four hundred feet of any of the following: a public or private accredited school; a public park, playground or recreational area; a place of worship; a hospital; an alcohol or other drug abuse recovery to treatment facility; or a county social service office;
 - (3) Within a crime reporting district, or within six hundred feet of a crime reporting district, where the general crime rate exceeds the countywide general crime rate by more than twenty percent.
- (b) The distance restrictions of subsection (a) do not apply to any new alcoholic beverage sales commercial activity that has twenty-five or more full time equivalent (FTE) employees and a total floor area of twenty thousand square feet or more, and sells from the premises food and other groceries for home consumption.
- (c) The distances specified in subsection (a) will not be measured from any establishment that is not generally open to the public, including private clubs and lodges.

(Ord. 2002-33 § 2).

82-38.606 Findings.

No land use permit to allow a new alcoholic beverage sales commercial activity will be issued unless all of the following findings are made in addition to the findings required by Section 26-2.2008 and Section 82-6.002:

- (a) A finding of "public convenience and necessity" (Business and Professions Code Section 23958.4(b)(2)), if the activity will be located in an area that has been determined by the state of California Department of Alcoholic Beverage Control to have an undue concentration of licenses as defined in Business and Professions Code Section 23958.4(a).
- (b) A finding that the alcoholic beverage sales commercial activity will not aggravate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, alcoholic beverage sales to minors, noise and littering.

(Ord. 2002-33 § 2).

82-38.608 Granting.

Land use permits to modify the location provisions contained in this article may be granted under this chapter and in accordance with Chapters 26-2 and 82-6.

(Ord. 2002-33 § 2).

82-38.610 Conditions of approval.

Reasonable conditions of approval may be imposed, including but not limited to those listed in Section 82-38.614, as part of approval of any land use permit issued under this article.

(Ord. 2002-33 § 2).

Article 82-38.8. Standards and Procedures for Existing Alcoholic Beverage Sales Commercial Activities

82-38.802 Purpose.

The general purposes of this article are:

- (a) to protect and promote the public health, safety, comfort, convenience, prosperity, and general welfare by requiring that alcoholic beverage sales commercial activities that are legal nonconforming activities under this chapter and considered to be deemed approved activities comply with the deemed approved performance standards at Section 82-38.808; and,
- (b) to achieve the following objectives:
 - (1) protect residential, commercial, industrial, and civic areas and minimize the adverse impacts of nonconforming and incompatible uses;
 - (2) provide opportunities for alcoholic beverage sale commercial activities to operate in a mutually beneficial relationship to each other and to other commercial and civic services;
 - (3) provide mechanisms to address problems often associated with the public consumption of alcoholic beverages, such as litter, loitering, graffiti, unruly behavior and escalated noise levels;
 - (4) prevent alcoholic beverage sales commercial activities from becoming a source of public nuisances in the community; and
 - (5) provide for properly maintained alcoholic beverage sale establishments to minimize impacts to the surrounding environment.

(Ord. 2002-33 § 2).

82-38.804 Applicability.

This article applies, to the extent permissible under other laws, to alcoholic beverage sales commercial activities existing and operating on the effective date of this chapter within the unincorporated area of the county. The nonconforming use provisions of the county's zoning regulations, including but not limited to Chapter 82-8, apply to this article, except as otherwise provided in this chapter.

(Ord. 2002-33 § 2).

82-38.806 Deemed approved activity.

All alcoholic beverage sales commercial activities existing and operating with all required licenses on the effective date of this chapter will automatically become deemed approved activities as of the effective date of this chapter. Each deemed approved activity retains its deemed approved

status if it complies with the deemed approved performance standards set forth in Section 82-38.808 and if the licensed premises are in continuous operation without any substantial change in the mode or character of operation of the premises.

(Ord. 2002-33 § 2).

82-38.808 Deemed approved performance standards.

An existing alcoholic beverage sale commercial activity retains its deemed approved status only if it conforms with all of the following standards:

- (a) its operation does not result in adverse effects to the health, peace or safety of persons residing or working in the surrounding area;
- (b) its operation does not result in repeated nuisance activities on or near the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, excessive littering, loitering, graffiti, illegal parking, excessive loud noises especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests;
- (c) its operation does not result in violations of other county, state, or federal regulations, ordinances, or statutes;
- (d) its operation does not result in the transfer, expiration or revocation of a state of California Department of Alcoholic Beverage Control license;
- (e) its upkeep and operating characteristics are compatible with and will not adversely affect the liveability or orderly development nor encourage the marginal development of abutting properties and the surrounding neighborhood; and
- (f) its operation does not result in jeopardizing or endangering the public health or safety of persons residing or working in the surrounding area.

(Ord. 2002-33 § 2).

82-38.810 Posting.

The owner of each deemed approved activity must post the performance standards in a conspicuous and unobstructed place visible from the entrance of the establishment for public review.

(Ord. 2002-33 § 2).

82-38.812 Notification to owners of deemed approved activities.

The community development department must notify the owner of each deemed approved activity, and also the property owner if not the same, of the activity's deemed approved status. This notice must:

- (a) be sent via first class return receipt mail;
- (b) include a copy of the performance standards;
- (c) state that the performance standards must be posted in a conspicuous and unobstructed place visible from the entrance of the establishment for public review;
- (d) state that the activity must comply with all performance standards;

- (e) state that a review fee is required in accordance with Section 82-38.1006 and must state the amount of the fee; and
- (f) state that the activity must comply with this ordinance.

(Ord. 2002-33 § 2).

82-38.814 Violations of performance standards, conditions of approval for continued deemed approved status following violation.

- (a) If the county receives a complaint from the public, sheriff, or any other interested party that a deemed approved activity is not complying with the performance standards set forth in Section 82-38.808, the administrative hearing officer may review the deemed approved status of the deemed approved activity in question at a public hearing. Notification of the public hearing will be made in accordance with Section 82-38.1004 and must include notification that the officer will consider the deemed approved status of the deemed approved activity.
- (b) The purpose of the public hearing is to receive testimony on whether the operating methods of the deemed approved activity are causing negative impacts in the surrounding area. At the public hearing, the administrative hearing officer will determine whether the deemed approved activity conforms to the deemed approved performance standards set forth in Section 82-38.808. At the conclusion of the hearing, the administrative hearing officer may continue the deemed approved status for the activity in question or may require changes or impose reasonable conditions of approval to retain deemed approved status. The officer's decision will be based on information in staff documents and testimony from the business owner and all other interested parties. The deemed approved activity must comply with these conditions. The determination of the administrative hearing officer becomes final thirty calendar days after the date of decision unless appealed to the board of supervisors under Section 82-38.1002.
- (c) The administrative hearing officer may impose conditions of approval relating to one or more of the following:
 - (1) entertainment uses, activities, or amusement devices on the premises;
 - (2) separation, monitoring, or design of area devoted to alcohol sales;
 - (3) security measures;
 - (4) lighting, litter, trash receptacles, graffiti or nuisance abatement, or other similar requirements; or
 - (5) maintenance.
- (d) Specific conditions of approval that may be imposed include but are not limited to the following:
 - (1) Soundwalls. If the alcoholic beverage sales commercial activity abuts residential uses and is allowed in the involved zoning district, a soundwall may be required between the activity and the abutting residential uses. The soundwall must be no higher than six feet and must not obstruct the view of the building and parking areas from the street. Vegetation may be required to be planted along the soundwall and be of a type that will cover the soundwall surface within two years.
 - (2) Graffiti Removal. The removal of all graffiti from the walls, fences, pavement or buildings within seventy-two hours of its appearance on the property may be required.
 - (3) Exterior Lighting. Exterior lighting containing high pressure sodium or equivalent type, with an illumination intensity of between one and four foot-candles, may be required. The lighting may be required to be lit during all hours of darkness. Any required

lighting must be directed and shielded so as not to glare onto adjoining residential properties and must have a housing to protect against breakage. Any required lighting must illuminate the adjacent public sidewalks and all parking lots under the business establishment's control in a manner that allows law enforcement personnel to identify persons standing in those areas. Any broken or burned out lights may be required to be replaced within seventy-two hours.

- (4) **Trash Receptacles.** Permanent, non-flammable trash receptacles, sixty gallons or less in size, may be required to be located at convenient locations, appropriately screened from view, outside the establishment and in the establishment's parking area (if any). The operators of the business may be required to remove on a daily basis, or more frequently if needed to maintain a litter-free environment, all trash from these receptacles and from the sidewalk adjacent to the establishment. The operators of the business also may be required to remove, at least three times per week, all trash originating from its establishment deposited on public property within four hundred feet of any boundary of its premises. Security may also be required in a manner similar to that required under Section 88-16.010 (take-out food establishment). All trash receptacles of any size may be required to be appropriately screened from view.
- (5) **Pay Telephones.** Pay telephones on the site of the establishment may either be: (a) prohibited; or (b) required to be of the type that only allow outgoing calls and be located in a visible and well-lighted location.
- (6) **Interior View.** In establishments with glass storefronts, an unobstructed interior view from the street of the cash register area may be required and no more than thirty-three percent of the square footage of the windows and transparent doors of the premises may be allowed to bear advertising or signs of any sort. All advertising, signage and products may be required to be placed and maintained to ensure that law enforcement personnel have a clear and unobstructed view of the establishment's interior.
- (7) **Program.** A "complaint response-community relations" program established and maintained by the deemed approved activity may be required. The program may include the following:
 - (a) Posting at the entry of the establishment and providing to any requesting individual the telephone number for the area commander of the local law enforcement substation;
 - (b) Coordinating with the local law enforcement agency to monitor community complaints about the establishment's activities;
 - (c) Having a representative of the establishment meet with neighbors or neighborhood association on a regular basis and at their request, attempt to resolve any neighborhood complaints regarding the establishment.
- (8) **Activities.** If appropriate, the following activities may be prohibited on the premises: pool or billiard tables, football or pinball games, arcade style video or electronic games, or coin operated amusements devices.
- (9) **Prohibited Products.** To discourage nuisance activities, an off-sale alcohol outlet may be prohibited from selling one or more of the following products:
 - (a) Wine or distilled spirits in containers of less than seven hundred fifty milliliters;
 - (b) Malt beverage products with alcohol content greater than five and one-half percent by volume;
 - (c) Wine with an alcoholic content greater than fourteen percent by volume unless in corked bottles and aged at least two years;

- (d) Single containers of beer or malt liquor;
 - (e) Containers of beer or malt liquor not in their original factory packages of six-packs or greater;
 - (f) Containers of beer or malt liquor larger than thirty-nine ounces;
 - (g) Distilled spirits in bottles or containers smaller than three hundred seventy-five milliliters;
 - (h) Cooler products, either wine- or malt-beverage-based, in less than four-pack quantities.
- (10) Chilled Alcoholic Beverages. An off-sale alcohol outlet may be prohibited from maintaining refrigerated or otherwise chilled alcoholic beverages on the premises.
- (11) Hours of Operation. In an off-sale alcohol outlet, the sale of alcoholic beverages may be restricted to certain hours of each day of the week unless limited further by the state of California Department of Alcoholic Beverage Control.
- (12) Cups. In off-sale alcohol outlets, the sale or distribution to the customer of paper or plastic cups in quantities less than their usual and customary packaging may be prohibited.
- (13) Signs. The following signs may be required to be prominently posted in a readily visible manner in English, Spanish, and the predominant language of the patrons:
- (a) "California State Law prohibits the sale of alcoholic beverages to persons under twenty-one years of age";
 - (b) "No Loitering or Public Drinking"; and
 - (c) "It is illegal to possess an open container of alcohol in the vicinity of this establishment".
- (14) Presentation of Documents. A copy of the conditions of approval and the California Department of Alcoholic Beverage Control license may be required to be kept on the premises and presented to any law enforcement officer or authorized county official upon request.
- (15) Mitigating Alcohol-Related Problems. The establishment may be required to operate in a manner appropriate with mitigating alcohol-related problems that negatively impact those individuals living or working in the neighborhood, including but not limited to: sales to minors, the congregation of individuals, violence on or near the premises, drunkenness, public urination, solicitation, drug-dealing, loud noise, and litter.
- (16) Signage. The total surface of signage pertaining to or referencing alcoholic sales or beverages that is visible from the public right-of-way may be required to not exceed six hundred thirty square inches.
- (17) Employee Training. All sales clerks in on-sale alcohol outlets and off-sale alcohol outlets may be required, within ninety days of the beginning of employment, to complete an approved course in "responsible beverage service training". The establishment may be required to provide evidence of the employee's completion of this training to county authorities within ten days following completion of training.
- (18) Drug Paraphernalia. An off-sale alcohol outlet may be prohibited from selling drug paraphernalia products as defined in Health and Safety Code Sections 11014.5 and 11364.5. "Drug paraphernalia" means all equipment, products and materials of any kind that are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing,

concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the California Uniform Controlled Substances Act (commencing with California Health and Safety Code Section 11000).

- (19) Loitering. The establishment's operators or employees may be required to discourage loiterers and to ask persons loitering longer than fifteen minutes to leave the area and contact local law enforcement officials for enforcement of applicable trespassing and loitering laws if persons requested to leave fail to do so.
- (20) Security Cameras. At least two twenty-four hour time-lapse security cameras may be required to be installed and properly maintained on the exterior of the building at locations recommended by the sheriff's department. All criminal and suspicious activities recorded on this surveillance equipment must be reported to local law enforcement. To the extent allowed by law, the establishment's operators may be required to provide any tapes or other recording media from the security cameras to the sheriff.
- (21) Prohibited Vegetation. No exterior vegetation may be planted or maintained that could be used as a hiding place for persons on the premises. Exterior vegetation may be planted and maintained in a manner that minimizes its use as a hiding place.

(Ord. 2002-33 § 2).

82-38.816 Procedure for consideration of violations to conditions of approval.

If the county receives a complaint from the public, sheriff, or any other interested party that a condition of approval is being violated, the administrative hearing officer may hold a public hearing to receive testimony and determine whether violations of any conditions of approval have occurred. Notification of the public hearing will be in accordance with Section 82-38.1004. The administrative hearing officer may amend the existing conditions of approval based upon the evidence presented or revoke the deemed approved activity's deemed approved status. The determination of the administrative hearing officer becomes final thirty calendar days after the date of decision unless appealed to the board of supervisors in accordance with Section 82-38.1002.

(Ord. 2002-33 § 2).

Article 82-38.10. Appeals, Notice, Fees, and Penalties

82-38.1002 Appeal to board of supervisors.

- (a) Within thirty calendar days after a decision by the administrative hearing officer, the business owner or property owner if not the same, the sheriff, community members, or any other interested party may appeal to the board of supervisors as set forth in Chapter 14-4. Upon receipt of the appeal and the required appeal fee, the clerk of the board will set the date for consideration of the appeal as set forth in Section 14-4.006.
- (b) In considering an appeal of a determination that a substantial change in the mode or character of operation of the premises has occurred, the board of supervisors may uphold or reverse the determination of the administrative hearing officer.
- (c) In considering an appeal after conditions of approval on a deemed approved activity are imposed or modified or after deemed approved status is revoked, the board of supervisors must determine whether the established use conforms to the applicable deemed approved performance standards or conditions of approval. The board of supervisors may continue or revoke a deemed approved status, or the board of supervisors may modify the conditions of

approval or impose additional reasonable conditions of approval as the board judges are necessary to ensure conformity with deemed approved performance standards.

- (d) A decision of the board of supervisors is final as set forth in Section 14-4.008

(Ord. 2002-33 § 2).

82-38.1004 Notification of public hearing.

The administrative hearing officer or his or her designee must notify the owner of the alcoholic beverage sales commercial activity, and the property owner if not the same, of the date, time and place of the public hearing. Notice must be sent via certified return receipt mail. The public hearing must be noticed by mail or delivery to all persons shown on the last available equalized assessment roll as owning real property in the unincorporated area of the county within three hundred feet of the subject property in accordance with Section 26-2.2004. All notices must be given not less than ten days before the hearing date. Notification fees will be in accordance with Section 82-38.1006 and paid for by the owner of the deemed approved activity.

(Ord. 2002-33 § 2).

82-38.1006 Fee schedule.

Fees and fee regulations, including fees for the review, notification, appeal, and reinspection of deemed approved activities, will be in accordance with a fee schedule established by the board of supervisors.

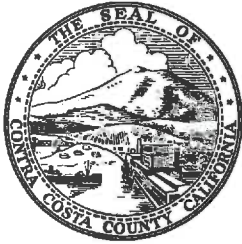
(Ord. 2002-33 § 2).

82-38.1008 Violations and penalties.

- (a) Violations of the terms or any of the conditions of approval of a land use permit issued under this article may result in revocation of the permit in accordance with Article 26-2.20, as well as any other enforcement remedy allowed by law.
- (b) If the deemed approved status of a deemed approved activity is revoked, the property owner or business owner is subject to:
 - (1) criminal enforcement action in accordance with Chapter 14-8, including arrest by citation;
 - (2) Civil enforcement in accordance with Chapter 14-6; and
 - (3) In the case of a property owner, nuisance abatement in accordance with Chapter 14-6
- (c) Liability for Expenses. In addition to the punishment provided by law, a violator is liable for costs, expenses, and disbursements paid or incurred by the county or any of its contractors in the correction and abatement of the violation. Re-inspection fees to ascertain compliance with previously noticed or cited violations may be charged against the owner of the deemed approved activity in an amount set by the board of supervisors. The county administrator or his or her designee must mail the property owner or business owner of the affected premises a written notice setting forth the itemized cost of chargeable services and requesting payment of those costs. If the bill is not paid in the time stated in the notice, the charges will be referred to the county office of revenue collection, or if the charges are against the property owner, the charges will be placed as a lien against the property in accordance with Chapter 14-6

(Ord. 2002-33 § 2).

ATTACHMENT #2



CONTRA COSTA COUNTY
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, CA 94553-4601
Telephone: 674-7877 Fax: 674-7250

TO: Public Protection Committee
Supervisor Federal Glover
Supervisor John Gioia

FROM: Catherine Kutsuris, Director
By: Bob Calkins, CDBG Program Manager

DATE: June 23, 2014

SUBJECT: **Proposed Work Plan to Review Ordinance 82-38 – Alcoholic Beverage Sales Commercial Activities (Deemed Approved Ordinance)**

RECOMMENDATION

APPROVE the proposed work plan for reviewing the "Deemed Approved" ordinance.

BACKGROUND

Through the efforts of District 5 Supervisor Federal Glover, it has come to the attention of the Board of Supervisors that a type of alcoholic beverage product known as "alcopops" has been identified as a contributor to under-age drinking in the County. On June 3, 2014, the Board of Supervisors referred to this Committee (Attachment #1) the task of reviewing Chapter 82-38 of the ordinance code, known as the "Deemed Approved" ordinance (Attachment #2) to determine if relevant changes can, or need to be made to the ordinance in order to better regulate the sale of alcopops by liquor stores, as well as reviewing the entire ordinance to make any needed changes that would improve its overall effectiveness relating the sale of alcohol in the unincorporated areas.

A 4-phase work plan has been developed by the Department Conservation and Development (DCD) to examine the overall adequacy of the Deemed Approved ordinance and to explore possible amendments that could be made to specifically address the sale of alcopops.

Phase I: Data Gathering (June/July 2014)

In this phase of the process, data will be collected from various sources including the Health Services Department and the state Alcoholic Beverage Control, related to:

- Determining how alcohol consumption/sales impact communities especially its youth.
- Identifying viable resources for quantitative data collection and analysis regarding community impact aspects of alcohol sales on the community and general compliance with Deemed Approved Ordinance.
- Mapping of existing alcohol-sales outlets in relation to schools, public parks, playgrounds, recreational areas, churches, etc.
- Researching existing literature on alcopops.
- Reviewing and updating the list of Deemed Approved alcohol-sales outlets and establish protocols/methods of verifying "exempt status" of alcohol-selling establishments.
- Updating all Deemed Approved contact information, brochure, literature and electronic information.
- Cross referencing State ABC list of active liquor licenses in the unincorporated County against the current Deemed Approved list and Tax Collector's list of Deemed Approved fees collected.

Phase II: Site Inspections (July/August 2014)

Site visits will be conducted by DCD's Code Enforcement Division to all of the deemed approved locations in the unincorporated areas. The task list will include:

- Conduct site inspections of all Deemed Approved alcohol selling establishments to verify compliance with current Ordinance (Sec. 82-38.808).
- Review complaint data and/or law enforcement actions, if any, for each establishment.
- Compile/analyze results of site visits and complaint/law enforcement action data.

Phase III: Analyze Data (July/August 2014)

This phase will consist of analyzing the data collected in Phase I, and analyzing the field information gathered from the site inspections conducted by Code Enforcement. This information will aid in developing a strategy for making policy recommendations, updates, or changes to the Deemed Approved ordinance and enforcement procedures that will allow the County to better regulate the sale of alcohol in the unincorporated areas.

Phase IV: Develop Policy Recommendations (August/September 2014)

Working with the Public Protection Committee, determine what kinds of policies along with possible revisions to the Deemed Approved ordinance should be recommended to the Board of Supervisors that will help the affected communities in a real and meaningful way. Any policy revisions and ordinance changes will then be presented to

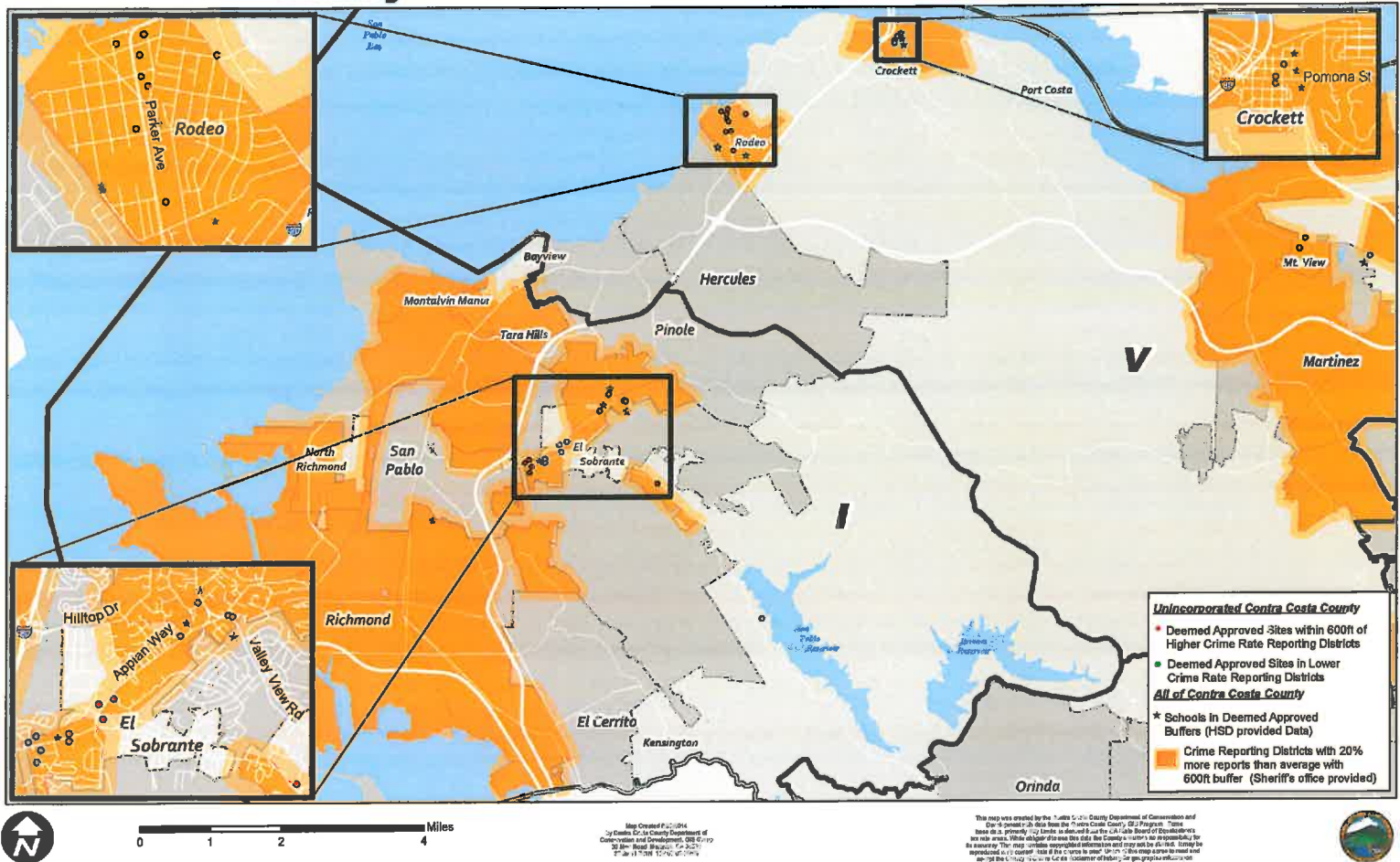
the Planning Commission for review and approval, and ultimately considered by the Board of Supervisors.

Attachments

ATTACHMENT #3

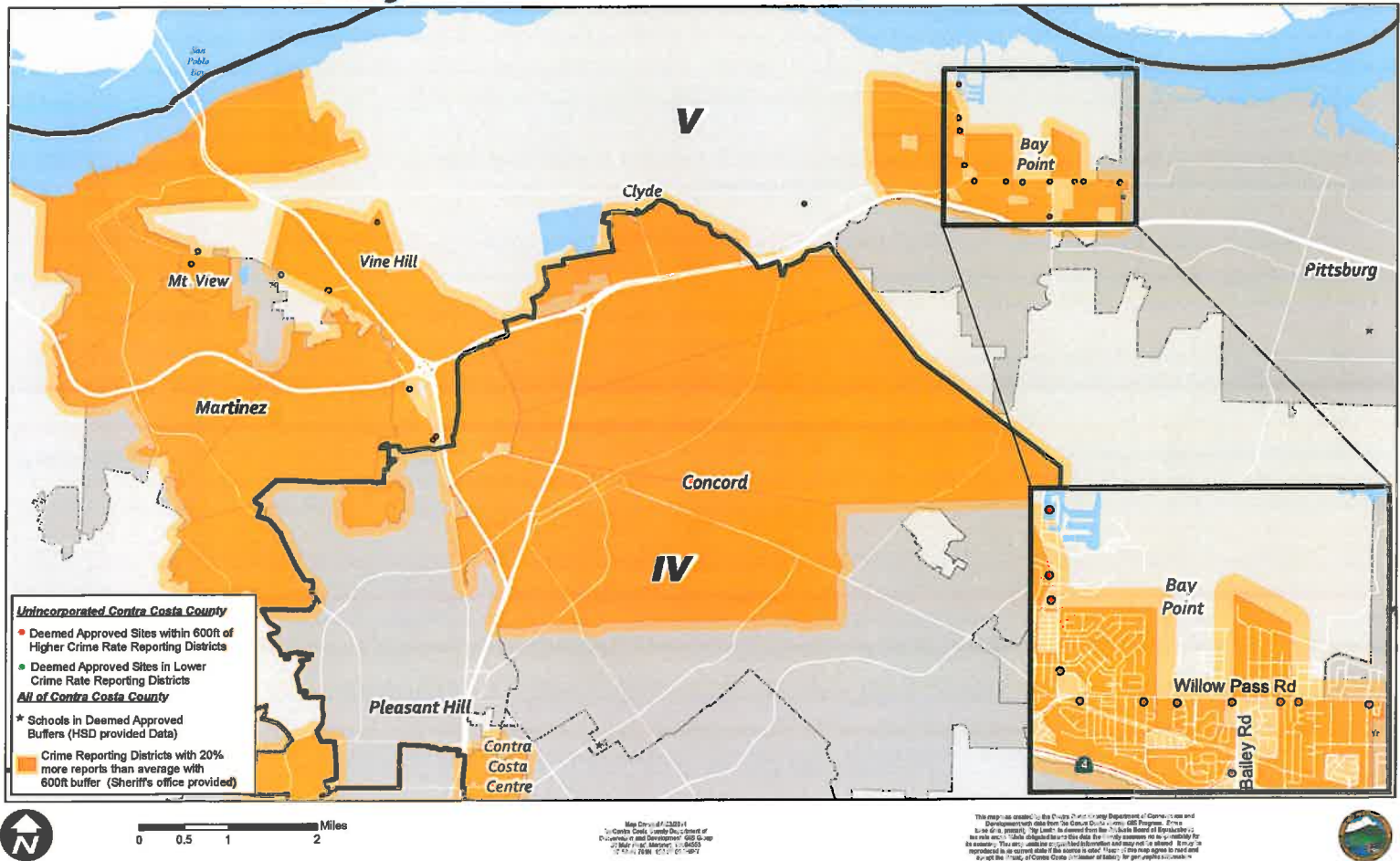
Contra Costa County

West County Deemed Approved Ordinance Map



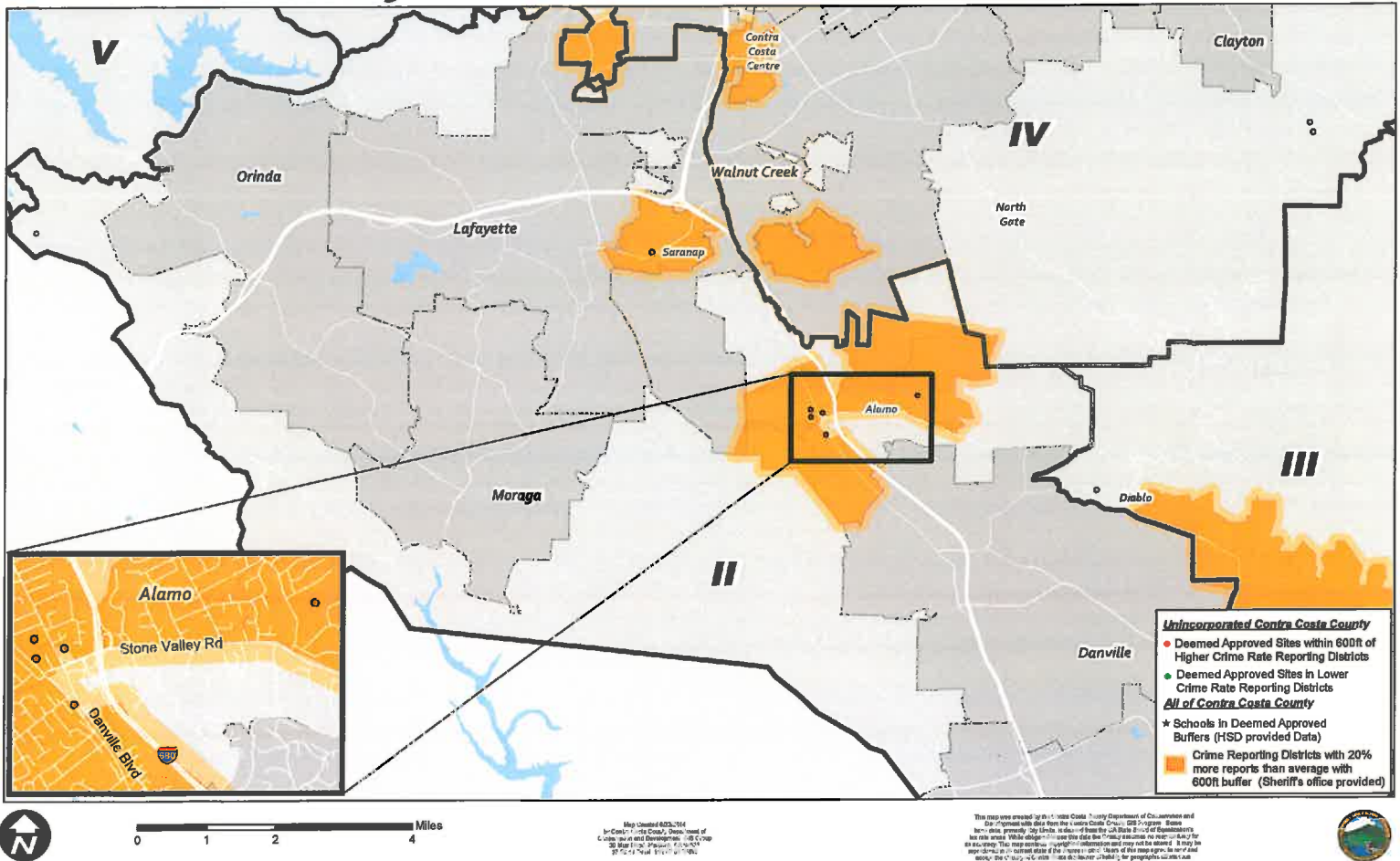
North Central County Deemed Approved Ordinance Map

North Central County Deemed Approved Ordinance Map



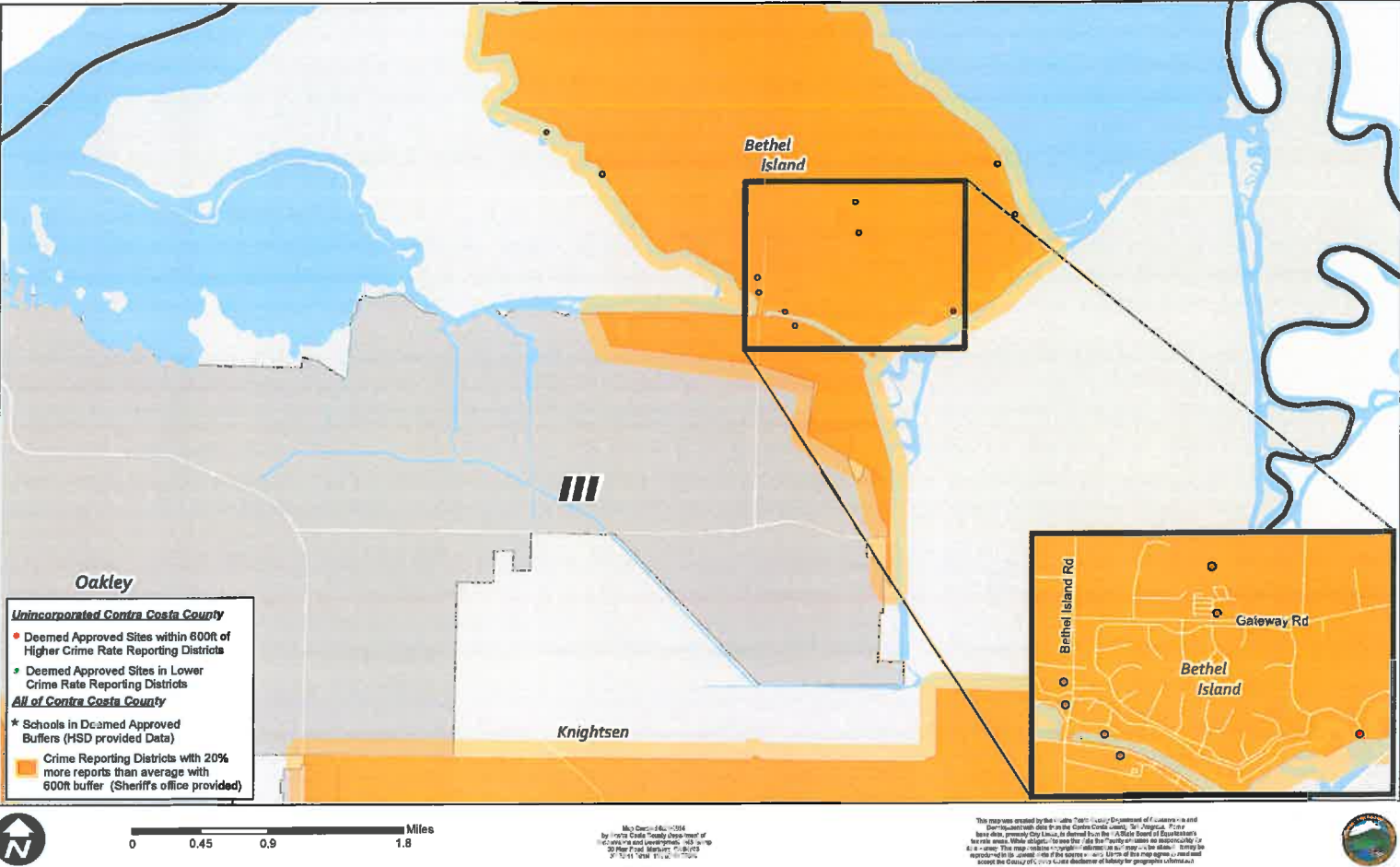
Contra Costa County

Central South County Deemed Approved Ordinance Map



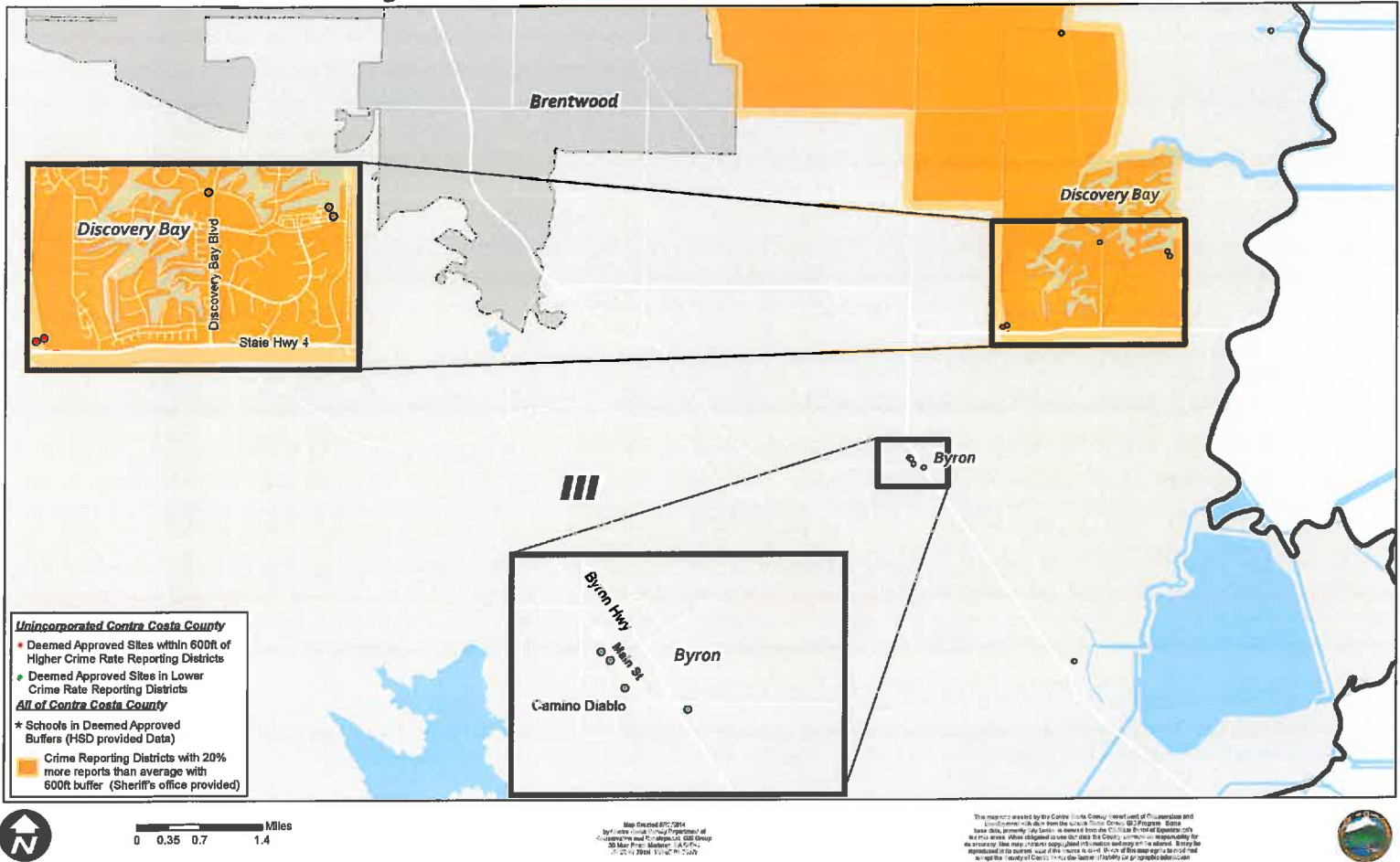
Contra Costa County

North East County Deemed Approved Ordinance Map



Contra Costa County

South East County Deemed Approved Ordinance Map





Contra Costa County Board of Supervisors

Subcommittee Report

PUBLIC PROTECTION COMMITTEE

7.

Meeting Date: 10/27/2014

Subject: Update on Inmate Welfare Programs, Inmate Telecom/Visitation Policies offered at County Adult Detention Facilities

Submitted For: David O. Livingston, Sheriff-Coroner

Department: Office of the Sheriff

Referral No.: N/A

Referral Name: Update on Inmate Welfare Programs, Inmate Telecom/Visitation Policies offered at County Adult Detention Facilities

Presenter: Assistant Sheriff Matthew Schuler **Contact:** Assistant Sheriff Matthew Schuler, 925-335-4643

Referral History:

On July 16, 2013, the Board of Supervisors referred a review of the Inmate Welfare Fund (IWF) and inmate visitation policies to the Public Protection Committee for review. The Inmate Welfare Fund is authorized by Penal Code § 4025 for the "...benefit, education, and welfare of the inmates confined within the jail." The statute also mandates that an itemized accounting of IWF expenditures must be submitted annually to the County Board of Supervisors.

On August 12, 2013, the Public Protection Committee received a report from the Sheriff's Office on, among other things, the inmate telecommunications system in adult detention facilities located within the County. The Committee requested a follow up presentation from the Sheriff's Office at the September PPC meeting to discuss the contract with Praeses, LLC specifically for reconciliation of inmate telecommunications services.

On September 9, 2013, the Committee received an update from the Sheriff's Office regarding consulting services provided by Praesus, LLC to assist in developing an RFP for inmate telecommunications services. During that meeting, the Committee requested a list of programs provided by the Sheriff's Office in Adult Detention Facilities and source of funding.

On October 14, 2013, the Committee received a presentation from the Sheriff's Office on programming offered at each of the three County Adult Detention Facilities and identified the related funding source. The Committee requested that the Sheriff's Office return at a future date to continue the discussion and provide information regarding the RFP to be released for a inmate telecommunications provider.

On December 9, 2013, the Committee received an update from the Sheriff's Office on the status of the RFP and the work being conducted by Praeses, LLC on behalf of the County to assist in development of the RFP. The Sheriff's Office was requested to return at a future meeting date for

an update.

On April 28, 2014, the Committee received an update from the Sheriff's Office on this status of the RFP for inmate telecommunications services. The Sheriff's Office notified the Committee that the draft RFP was received earlier that morning and was under review. The Committee requested that the Sheriff's Office provide a copy of the RFP to assist with the discussion at the next regularly scheduled meeting.

On June 23, 2014, the Committee received an update from the Sheriff's Office on the status of the RFP for inmate telecommunications services; however, the RFP document was not finalized for review. The Committee directed staff to return with an update once the RFP document was ready to be listed in the agenda packet for an upcoming meeting.

Referral Update:

The Sheriff's Office will provide an update to the Committee regarding Inmate Welfare Fund programs, inmate telecommunications and visitation policies and related funding at County Adult Detention Facilities. The DRAFT Inmate Telecom RFP is attached for review and comment at this meeting.

Assistant Sheriff Matthew Schuler will be available to discuss the item and answer any questions that the Committee may have.

Recommendation(s)/Next Step(s):

1. ACCEPT a report from the Sheriff's Office regarding the Inmate Telecommunications Request for Proposals process.

Fiscal Impact (if any):

No fiscal impact. This report is informational only.

Attachments

Inmate Programming with Funding Source

Penal Code Section 4025

DRAFT Inmate Telecom Request for Proposals

Current Offender Programming & Funding Source

Inmate Welfare Fund (IWF)

Contra Costa County Office of Education (CCCOE)

West County Detention Facility (WCDF)

Martinez Detention Facility (MDF)

Marsh Creek Detention Facility (MCDF)

	Programs	Funding
	WCDF, Male- Adult Basic Education (ABE)	CCCOE & IWF
	WCDF, Male- General Educational Development (GED)	CCCOE & IWF
	WCDF, Male- High School Diploma (HSD)	CCCOE & IWF
	WCDF, Male- Computer Applications and Web Design	CCCOE & IWF
	WCDF, Male- Drug Education Understanding Counseling Evaluating (DEUCE)	CCCOE & IWF
	WCDF, Male- English as a Second Language (ESL)	CCCOE & IWF
	WCDF, Male- Independent Study (GED)	CCCOE & IWF
	WCDF, Male- Independent Study (HSD)	CCCOE & IWF
	WCDF, Male- Parenting Inside Out (PIO)	CCCOE & IWF
	WCDF, Male- Reentry	CCCOE & IWF
	WCDF, Male- Religious Programs	IWF
	WCDF, Male- Library Program	IWF
	WCDF, Male- Narcotics Anonymous	No Fee
	WCDF, Male- Alcoholics Anonymous	No Fee
	WCDF, Male- Batterer's Workshop	Courts
	WCDF, Male- CBO Reentry	AB- 109
	WCDF, Female- Independent Study (GED)	CCCOE & IWF
	WCDF, Female- Independent Study (HSD)	CCCOE & IWF
	WCDF, Female- Computer Applications and Web Design	CCCOE & IWF
	WCDF, Female- Drug Education Understanding Counseling Evaluating (DEUCE)	CCCOE & IWF
	WCDF, Female- Parenting Inside Out (PIO)	CCCOE & IWF
	WCDF, Female- Reentry	CCCOE & IWF
	WCDF, Female- Religious Programs	IWF
	WCDF, Female- Library Program	IWF
	WCDF, Female- Vocational Engraving Sign Shop	IWF
	WCDF, Female- Narcotics Anonymous	No Fee
	WCDF, Female- Alcoholics Anonymous	No Fee
	WCDF, Female- CBO Reentry	AB-109
	WCDF, Female- Pregnant Inmate Program	HHS
	MDF, Male- Independent Study (GED)	CCCOE & IWF
	MDF, Male- Independent Study (HSD)	CCCOE & IWF
	MDF, Male- Religious Programs	IWF
	MDF, Male- Library cart delivery only	IWF

	MDF, Female- Independent Study (GED)	CCCOE & IWF
	MDF, Female- Independent Study (HSD)	CCCOE & IWF
	MDF, Female- Religious Programs	IWF
	MDF, Female- Library Program cart delivery only	IWF
	Sentenced Offender Programs	CCCOE & IWF
	MCDF, Male- Adult B asic E ducation (ABE)	CCCOE & IWF
	MCDF, Male- G eneral E ducational D evelopment (GED)	CCCOE & IWF
	MCDF, Male- H igh School D iploma (HSD)	CCCOE & IWF
	MCDF, Male- D rug E ducation U nderstanding C ounseling E valuating (DEUCE)	CCCOE & IWF
	MCDF, Male- Independent Study (GED)	CCCOE & IWF
	MCDF, Male- Independent Study (HSD)	CCCOE & IWF
	MCDF, Male- Religious Programs	IWF
	MCDF, Male- Library Program	IWF
	MCDF, Male- Vocational Landscape Program	IWF
	MCDF, Male- Vocational Viticulture Program	IWF
	MCDF, Male- Vocational Frame Shop Program	IWF
	MCDF, Male- Vocational Wood Shop Program	IWF
	MCDF, Male- CBO Reentry	AB-109



PART 3. OF IMPRISONMENT AND THE DEATH PENALTY [2000. - 10007.] (*Part 3 repealed and added by Stats. 1941, Ch. 106.*)

TITLE 4. COUNTY JAILS, FARMS AND CAMPS [4000. - 4351.] (*Heading of Title 4 amended by Stats. 1957, Ch. 50.*)

CHAPTER 1. County Jails [4000. - 4030.] (*Heading of Chapter 1 added by Stats. 1957, Ch. 50.*)

4025. (a) The sheriff of each county may establish, maintain and operate a store in connection with the county jail and for this purpose may purchase confectionery, tobacco and tobacco users' supplies, postage and writing materials, and toilet articles and supplies and sell these goods, articles, and supplies for cash to inmates in the jail.

(b) The sale prices of the articles offered for sale at the store shall be fixed by the sheriff. Any profit shall be deposited in an inmate welfare fund to be kept in the treasury of the county.

(c) There shall also be deposited in the inmate welfare fund 10 percent of all gross sales of inmate hobbycraft.

(d) There shall be deposited in the inmate welfare fund any money, refund, rebate, or commission received from a telephone company or pay telephone provider when the money, refund, rebate, or commission is attributable to the use of pay telephones which are primarily used by inmates while incarcerated.

(e) The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of county jail facilities. Maintenance of county jail facilities may include, but is not limited to, the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the sheriff. Inmate welfare funds shall not be used to pay required county expenses of confining inmates in a local detention system, such as meals, clothing, housing, or medical services or expenses, except that inmate welfare funds may be used to augment those required county expenses as determined by the sheriff to be in the best interests of inmates. An itemized report of these expenditures shall be submitted annually to the board of supervisors.

(f) The operation of a store within any other county adult detention facility which is not under the jurisdiction of the sheriff shall be governed by the provisions of this section, except that the board of supervisors shall designate the proper county official to exercise the duties otherwise allocated in this section to the sheriff.

(g) The operation of a store within any city adult detention facility shall be governed by the provisions of this section, except that city officials shall assume the respective duties otherwise outlined in this section for county officials.

(h) The treasurer may, pursuant to Article 1 (commencing with Section 53600), or Article 2 (commencing with Section 53630) of Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code, deposit, invest, or reinvest any part of the inmate welfare fund, in excess of that which the treasurer deems necessary for immediate use. The interest or increment accruing on these funds shall be deposited in the inmate welfare fund.

(i) The sheriff may expend money from the inmate welfare fund to provide indigent inmates, prior to release from the county jail or any other adult detention facility under the jurisdiction of the sheriff, with essential clothing and transportation expenses within the county or, at the discretion of the sheriff, transportation to the inmate's county of residence, if the county is within the state or within 500 miles from the county of incarceration. This subdivision does not authorize expenditure of money from the inmate welfare fund for the transfer of any inmate to the custody of any other law enforcement official or jurisdiction.

(*Amended by Stats. 2007, Ch. 251, Sec. 1. Effective January 1, 2008.*)



Request for Proposal
Inmate Telephone Service

Contra Costa County Sheriff's Office

Release Date:

08/11/2014 TBD

Proposal Due Date:

09/24/2014 TBD

Refer ALL Inquiries to:

Cheryl Andryco

cheryl.andryco@praeses.com

National Account Manager

Praeses, LLC

330 Marshall Street

Suite 800

Shreveport, LA 71101

(318) 841-3168

TABLE OF CONTENTS

1.	INTRODUCTION.....	4
1.1.	REQUEST FOR PROPOSAL.....	4
2.	PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION	5
2.1.	SCHEDULE OF EVENTS	5
2.2.	GENERAL FORMAT	5
2.3.	SUBMISSION OF PROPOSAL.....	5
2.4.	MANDATORY SITE EVALUATION.....	6
2.5.	QUESTIONS OR COMMENTS	6
2.6.	RFP SPECIFICATION CHANGES	7
2.7.	DISCREPANCY BETWEEN PROPOSAL AND AGREEMENT	7
2.8.	CONFIDENTIALITY	7
2.9.	ACCEPTANCE PERIOD.....	8
3.	PROPOSAL EVALUATION AND SELECTION	9
3.1.	EVALUATION FACTORS	9
3.2.	NEGOTIATION OF PROPOSAL	10
3.3.	BEST AND FINAL OFFER.....	10
3.4.	PROPOSAL SELECTION.....	10
3.5.	FINAL DECISION.....	11
3.6.	PROTEST OF AWARD.....	11
4.	VENDOR INFORMATION AND REFERENCES	11
4.1.	VENDOR INFORMATION	11
4.2.	ADDITIONAL REQUIREMENTS AND SPECIFICATIONS	12
4.3.	VENDOR REFERENCES	12
4.4.	CUSTOMER SERVICE	12
5.	GENERAL INFORMATION	13
5.1.	VALIDATION.....	13
5.2.	BILLING.....	13
5.3.	VENDOR RETENTION OF ACCOUNT INFORMATION	13
6.	GENERAL CONDITIONS.....	14
6.1.	SCOPE	14
6.2.	AGREEMENT LENGTH.....	14
6.3.	SURETY BOND.....	14
6.4.	COMPENSATION AND REPORTING	15
6.5.	PUBLIC TELEPHONE SPECIFICATIONS	17
6.6.	RATE REQUIREMENTS	17
6.7.	PAYMENT AND REPORTING	18
6.8.	RECONCILIATION.....	21
6.9.	ASSIGNMENT AND MERGERS/ACQUISITION	21
6.10.	INDEPENDENT CONTRACTOR	21
6.11.	TERMINATION/DEFAULT	21
6.12.	INDEMNIFICATION.....	22
6.13.	INSURANCE.....	22
7.	SYSTEM REQUIREMENTS.....	23
7.1.	STANDARDS	23
7.2.	INSTALLATION REQUIREMENTS	23
7.3.	TRANSITION.....	25
7.4.	ITS AND USER APPLICATION SPECIFICATIONS	25
7.5.	SECURITY FEATURES	30
7.6.	PERSONAL IDENTIFICATION NUMBER APPLICATION.....	31
7.7.	MONITORING AND RECORDING REQUIREMENTS	32
7.8.	PRE-PAID/DEBIT APPLICATION.....	33
7.9.	SECURITY	34
7.10.	TRAINING	34

7.11.	ITS UPGRADES AND PERFORMANCE PROCESS.....	34
7.12.	GENERAL MAINTENANCE.....	35
7.13.	ON-SITE ADMINISTRATOR	35
7.14.	INVESTIGATIVE TOOLS.....	35
7.15.	VIDEO VISITATION SPECIFICATIONS.....	36
7.16.	KIOSK	42
7.17.	ADDITIONAL TECHNOLOGY.....	43
8.	APPENDIX A – FACILITY SPECIFICATIONS	44
9.	APPENDIX B – CALLING RATES AND COMMISSIONS	47
10.	APPENDIX C – SITE EVALUATION REGISTRATION FORM	51

1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. Contra Costa County Sheriff's Office ("CCCSO") invites responses to this Request for Proposal ("RFP") from qualified, experienced Vendors who can provide reliable, cost effective inmate telephone service and a video visitation solution (VVS) which meets the requirements described in this RFP at the following Facility(s):

Martinez Detention Facility
1000 Ward Street
Martinez, CA 94553

West County Detention Facility
5555 Giant Highway
Richmond, CA 94806

Marsh Creek Detention Facility
12000 Marsh Creek Road
Clayton, CA 94517

- 1.1.2. Details about each Facility can be found in **Appendix A – Facility Specifications**. CCCSO is seeking an experienced Vendor to provide, install and maintain a turn-key inmate telephone system, recording and monitoring video visitation solution, to include scheduling software, and public pay telephone(s) at the Facility(s). Vendor shall provide telephone services to the inmates utilizing an inmate telephone system ("ITS"), an Internet Protocol based video visitation solution, and public pay telephones in accordance with the requirements and provisions set forth in this RFP.
- 1.1.3. CCCSO may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the inmate telephone Vendor. If a consultant or agent ("Designated Agent") is engaged, Vendor will cooperate with the Designated Agent as directed by CCCSO, including following instructions found in this RFP, and if awarded, the operation of the ITS, video visitation solution and public pay telephones. Throughout this RFP, CCCSO shall be deemed to include both CCCSO and the CCCSO's Designated Agent or consultant, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is CCCSO's best estimate of the schedule of events ("Schedule of Events"). CCCSO reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Central Standard Time (CST).
- 2.1.2. Proposals must be received no later than 5:00 p.m. Central Standard Time (CST) on 09/24/2014 ("Proposal Due Date") at the location specified in **Section 2.5 – Questions or Comments**.

Release of the RFP	08/11/2014
Deadline for Site Evaluation Registration Forms	08/20/2014
Mandatory Site Walk thru for ITS and Video Visitation	08/27/2014
Deadline for Written Questions from Vendors	09/03/2014
Dissemination of Answers to Written Questions	09/10/2014
Proposal Due Date	09/24/2014
Oral Interviews	TBD

2.2. General Format

- 2.2.1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by CCCSO may be rejected without notification.
- 2.2.2. Elaborate or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor's ability to satisfy the requirements of this RFP.

2.3. Submission of Proposal

- 2.3.1. Deliver 4 paper copies (1 original and 3 copies), an electronic version on CD, DVD or USB Flash Drive, and an email version of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in **Section 2.5 – Questions or Comments**.
- 2.3.2. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL**. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Vendor.
- 2.3.3. Proposals shall include the original RFP language and shall be prepared on standard 8 1/2" x 11" paper with a 12 point font with each page numbered.
- 2.3.4. The proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided. If Vendor is in full compliance with the section or numbered item, Vendor's response shall be, "Read, agree and will comply." Otherwise, Vendor's response shall be, "Read and do not comply" and considered an exception ("Exception"). Exceptions to any section or numbered item must be addressed and listed in an Exceptions addendum to Vendor's proposal.

- 2.3.5. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendors' proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.6. Several sections and numbered items require additional explanation. Provide exhibits and/or visual aids which clearly reference the specific section and numbered item.
- 2.3.7. All information contained in Vendor's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.8. Failure to follow the instructions in this RFP may, at CCCSO's sole discretion, result in the rejection of Vendor's proposal.
- 2.3.9. All costs and expenses relating to the preparation and submission of Vendor's proposal shall be the responsibility of Vendor.
- 2.3.10. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. CCCSO will not accept any modifications to Vendor's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.
- 2.3.11. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.3.12. Vendor is responsible for all errors or omissions contained in its proposal.

2.4. Mandatory Site Evaluation

- 2.4.1. CCCSO requires Vendor to attend the site evaluation on the date and time specified in the Schedule of Events. It is mandatory for Vendor to attend the site evaluation to submit a proposal.
- 2.4.2. To attend the site evaluation, Vendor must complete and email **Appendix C - Site Evaluation Registration Form** to the RFP contact specified in **Section 2.5 – Questions or Comments** on or before the date specified by the Schedule of Events. Each Vendor will be limited to 3 representatives at the site evaluation. Via an email to the RFP contact, and upon receipt of CCCSO's confirmation, Vendor must confirm attendance with the RFP contact at least 4 days prior to the site evaluation.
- 2.4.3. Oral responses to questions during the site evaluation shall be considered nonbinding on CCCSO. Vendor's questions regarding the site evaluation and/or this RFP must be submitted by Vendor in writing as specified in **Section 2.5 – Questions or Comments** on or before the date specified in the Schedule of Events.

2.5. Questions or Comments

- 2.5.1. Vendor must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically and in a comprehensive document.
- 2.5.2. CCCSO shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors after the due date will not be answered by CCCSO.
- 2.5.3. Only written communication executed by CCCSO in the form of an amendment or addendum shall be considered binding.
- 2.5.4. Vendor shall not contact any of CCCSO's employees or any employee at the Facility(s) regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in CCCSO's rejection of Vendor's proposal.
- 2.5.5. Vendor shall copy CCCSO's Director of Inmate Services in all correspondence pertaining to this RFP.

2.5.6. RFP contact information:

Praeses
c/o Contra Costa County Sheriff's Office
Attn: Cheryl Andryco
330 Marshall Street, 8th Floor
Shreveport, LA 71101
Telephone – (318) 424-8125 x3168
Fax – (318) 213-8137
Email – cheryl.andryco@praeses.com

Contra Costa County, Office of the Sheriff
West County Detention Facility
Patty Grant, Director, Inmate Services
5555 Giant Hwy
Richmond, CA 94806
Email: pgrant@so.cccounty.us

2.6. RFP Specification Changes

- 2.6.1. CCCSO reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
- 2.6.2. CCCSO reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. CCCSO reserves the right to not award an agreement pursuant to this RFP ("Agreement").
- 2.6.3. Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate CCCSO in any manner.

2.7. Discrepancy between Proposal and Agreement

- 2.7.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower. (Shown higher to lower.)
 - 2.7.1.1. Negotiated Agreement and any amendments or addenda;
 - 2.7.1.2. RFP and any amendments or addenda;
 - 2.7.1.3. Vendor's final proposal.

2.8. Confidentiality

- 2.8.1. Vendor proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is required by applicable state public disclosure and open records laws. Vendor shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor's information, which is marked as proprietary or confidential, be requested as part of a public information act request, CCCSO may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its expense, to defend and hold harmless CCCSO from claims involving infringement of any intellectual property.

2.9. Acceptance Period

- 2.9.1. Vendor's submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
- 2.9.2. If Vendor's Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. CCCSO shall create an Agreement for execution by CCCSO and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by CCCSO and awarded Vendor.

2.10. Cooperative Contract

- 2.10.1. Vendors are advised that all resultant contracts will be extended, with the authorization of the Vendor, to other public bodies and governmental jurisdictions as may be interested. Should other entities decide to use the final contract, the Vendor shall deal directly with that public body and governmental jurisdiction concerning the installation of an inmate telephone system, service, executing a contract, and commission payments. CCCSO acts only as the "Contracting Agent" for these public bodies and governmental jurisdictions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.
- 2.10.2. It is the responsibility of the Vendor to notify the public bodies and governmental jurisdictions of the availability of the contract.
- 2.10.3. Each participating public body and governmental jurisdiction has the option of executing a separate contract with the Vendor. Such contracts may contain general terms and conditions unique to those public bodies and governmental jurisdictions. If, when preparing such a contract, the general terms and conditions of a public body or governmental jurisdiction are unacceptable to the Vendor, the Vendor may withdraw its extension of the award to that public body or governmental jurisdiction.
- 2.10.4. CCCSO shall not be held liable for any costs or damages incurred by another public body or government jurisdiction as a result of any award extended to that public body or government jurisdiction by the Vendor.

3. PROPOSAL EVALUATION AND SELECTION

3.1. Evaluation Factors

3.1.1. Proposals will be evaluated by CCCSO's internal evaluation committee ("Evaluation Committee") and may be subject to a two-phase evaluation process:

3.1.1.1. Phase One

3.1.1.1.1. Each evaluator independently assigns a score to each of the evaluation criteria associated with Phase One listed below.

3.1.1.1.2. Criterion scores will then be summed.

3.1.1.1.3. CCCSO reserves the right to award the Agreement at the end of Phase One.

3.1.1.2. Phase Two

3.1.1.2.1. The highest scoring Vendor(s) will be required to conduct a live demonstration of video visitation equipment and participate in an oral interview with the Evaluation Committee. CCCSO shall provide the highest scoring Vendor(s) with an agenda specifying the items to be covered during the Vendor's demonstration and oral interview.

3.1.1.2.1.1. Additions, deletions or substitutions may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).

3.1.1.2.2. CCCSO may request a Best and Final Offer as outlined in **Section 3.3 – Best and Final Offer**.

3.1.1.2.3. Each evaluator will independently assign a score to each of the evaluation criteria listed below associated with Phase Two.

3.1.1.2.4. Criterion scores will then be summed.

3.1.1.2.5. The scores resulting from Phase One and Phase Two will be summed resulting in a final score.

3.1.2. Each Vendor, by submitting a proposal, agrees that if CCCSO accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and Agreement.

3.1.3. CCCSO expressly reserves the right to accept or reject any or all proposals. CCCSO, with cause, may modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of commission offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 30 days after the award of the Agreement.

Evaluation Criteria – Phase One	Points Available
Customer Service – Section 4.4	0-5
Installation Requirement – Section 7.2	0-5
Transition – Section 7.3	0-5
ITS and User Application Specifications – Section 7.4	0-5
Security Features – Section 7.5	0-10
Personal Identification Number Application – Section 7.6	0-5
Monitoring and Recording Requirements – Section 7.7	0-10
Pre-Paid/Debit Application – Section 7.8	0-5
ITS Upgrades and Performance Process – Section 7.11	0-5
Investigative Tools – Section 7.14	0-10
Video Visitation Technology – Section 7.15	0-10
Additional Technology – Section 7.17	0-5

Overall Compliance	0-10
Appendix B – Calling Rates and Commissions	0-10
Total Points Available Per Vendor	100
Evaluation Criteria – Phase Two	Points Available
Oral Interview (Agenda)	0-25
Best and Final Offer	0-50
Total Points Available Per Vendor	75

3.2. Negotiation of Proposal

3.2.1. CCCSO reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:

3.2.1.1. Negotiations will only be conducted with selected Vendor(s) after the evaluation of proposals.

3.2.1.2. Vendor's proposal may be subject to negotiation and revision. Vendor may be required to submit additional data.

3.2.1.3. CCCSO may direct its Designated Agent to conduct negotiations on its behalf. CCCSO will be copied on all communication and correspondence pertaining to this RFP.

3.2.1.4. Any changes agreed upon during negotiations shall become part of the Agreement.

3.2.2. If CCCSO is unable to come to terms with the selected Vendor, discussions shall be terminated and negotiations will begin with the next highest scored Vendor.

3.3. Best and Final Offer

3.3.1. CCCSO may request a Best and Final Offer ("BAFO") from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement its original proposal. Selected Vendors will be contacted in writing by CCCSO requesting the submission of Vendor's BAFO. The BAFO will be in the form of an addendum to this RFP and Vendors' submitted proposal.

3.4. Proposal Selection

3.4.1. The Vendor with the highest commission offer is not guaranteed award of an Agreement.

3.4.2. CCCSO reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.

3.4.3. CCCSO reserves the right to review Vendor's Agreements with its sub-contractors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.

3.4.4. CCCSO reserves the right to request clarification from Vendors during the evaluation of proposals, including the BAFO. Such clarification is intended to assist CCCSO in awarding an Agreement that is most advantageous to CCCSO.

3.4.5. CCCSO reserves the right, in its sole judgment, to accept the proposal which is determined by CCCSO to be the best proposal resulting from this RFP, with or without negotiation, or BAFO.

3.4.5.1. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to CCCSO's requests.

3.4.6. CCCSO expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.

3.4.7. CCCSO reserves the right to award an Agreement to the next highest scored Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.

3.4.8. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. CCCSO may reject Vendor's proposal for any of, but not be limited to, the following:

3.4.8.1. Evidence of collusion with or among other Vendors submitting a proposal;

3.4.8.2. Inappropriate contact or discussions as outlined in **Section 2.5 - Questions or Comments**; or,

3.4.8.3. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.5. Final Decision

3.5.1. CCCSO shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of CCCSO's final decision.

3.6. Protest of Award

3.6.1. Any objection to CCCSO's final decision will be handled according to applicable state and local procurement laws.

4. VENDOR INFORMATION AND REFERENCES

4.1. Vendor Information

4.1.1. Vendor shall supply the following in its proposal:

4.1.1.1. Documentation that Vendor is registered to do business in the State of California.

4.1.1.2. Documentation that all necessary requirements of the Public Service Commission and the Federal Communications Commission ("FCC") are met.

4.1.1.3. A copy of its telecommunications service tariff for the State of California.

4.1.1.4. Vendor's current annual report and its 2 most recent Dun and Bradstreet reports.

4.1.1.5. If Vendor has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.

4.1.1.6. If Vendor is for sale or is considering an acquisition or merger in the next 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.

4.1.1.7. A synopsis of any litigation(s) within the last 5 years where Vendor or Vendor's ITS or VVS is a party. Include venue, style of case and status of litigation.

4.1.1.7.1. The names and resumes of Vendor's employees, consultants, and subcontractors which will be involved in providing the requirements in this RFP and the Agreement.

4.1.1.7.1.1. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in this RFP and the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

4.1.1.7.1.2. Vendor shall disclose, with percentages clearly shown, what work for the Facility(s) will be subcontracted and what work will be performed by Vendor employees.

4.1.1.8. The name, years of service, qualifications, addresses and telephone number(s) for the Vendor's main point(s) of contact for the Facility(s).

4.1.1.9. The names, addresses, telephone numbers and distance from Facility(s) for the technicians who will be maintaining, servicing and performing work under the Agreement.

4.1.1.9.1. The number of technicians directly employed by Vendor as well as those which will be subcontracted for service at the Facility(s).

4.1.1.9.2. Indicate the manufacturer which will provide the spare equipment and replacement parts for the proposed ITS and VVS and applicable components.

4.2. Additional Requirements and Specifications

- 4.2.1. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government.
- 4.2.2. Vendor shall detail its Disaster Recovery Plan ("DRP") and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.
- 4.2.3. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable CCCSO laws, to the employees and all subcontractors to ensure the Facility(s) maintains a drug free workplace. CCCSO reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility(s). CCCSO may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.

4.3. Vendor References

- 4.3.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
 - 4.3.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 4.3.2. Provide a list of entities who have notified Vendor of additional commissions owed within the last 3 years and the status of resolution of those claims.
 - 4.3.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 4.3.3. Provide 3 client references for facilities where Vendor provides the equipment and services comparable to the requirements in this RFP. The references provided must be currently under contract with Vendor and have been operating under that contract for at least 6 months. The references may be contacted at any time during the RFP process. Vendor shall ensure updated references and accurate contact information is provided.
 - 4.3.3.1. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population ("ADP"), agreement effective date and number of inmate telephones.
 - 4.3.3.2. CCCSO prefers the contact person provided for each of the references be the individual who utilizes Vendor's software application.

4.4. Customer Service

- 4.4.1. Provide the following information regarding Vendor's processes for handling end-user/customer service matters:
 - 4.4.1.1. Describe procedure(s) for handling end-user complaints.
 - 4.4.1.1.1. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative.
 - 4.4.1.1.2. If applicable, supply the hours of availability for a live customer service representative and location of the customer's call center.
 - 4.4.1.1.3. Indicate the average on-hold time to reach a live representative.
 - 4.4.1.2. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
 - 4.4.1.3. Vendor must provide an option for an itemized receipt for all transactions.

5. GENERAL INFORMATION

5.1. Validation

- 5.1.1. State whether validation is performed real-time or by batch.
- 5.1.2. Specify the process for unblocking a phone number which was originally restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").
 - 5.1.2.1. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier ("LEC").
- 5.1.3. CCCSO prefers the Collect Call Threshold be a monthly minimum of \$100 per unique telephone number. Vendor shall provide an explanation should it propose an alternative Collect Call Threshold process.

5.2. Billing

- 5.2.1. Specify how collect calls are billed and the name and phone number of the billing company.
- 5.2.2. Specify how taxes are applied to the total cost of a collect call in preparation for billing.
- 5.2.3. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 5.2.4. Vendor shall not charge any additional fees (including those from third parties) to the end user's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.) or to the total cost of a call other than the fees specified in **Appendix B – Calling Rates and Commissions**.
 - 5.2.4.1. Provide the amount specific to each fee in **Appendix B – Calling Rates and Commissions**.
- 5.2.5. Describe all of the types of payment options available to the end-users (e.g. Visa, Master Card/debit card, money order and etc.).
 - 5.2.5.1. Vendor shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction discloser fee, etc.) in **Appendix B – Calling Rates and Commissions**.
- 5.2.6. Specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Vendor shall state whether the timeframe is configurable.
 - 5.2.6.1. CCCSO requires that upon the occurrence of any of the following: Agreement termination or expiration, 6 months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account be refunded, in accordance with CCCSO's direction, to the end-user as appropriate and at no cost to CCCSO. Vendor shall provide the capability to reactivate inmate accounts, at no cost to the inmate or CCCSO, for inmates that re-enter the Facility(s). Vendor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with California's unclaimed property laws.
 - 5.2.6.1.1. Vendor shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.
- 5.2.7. Describe Vendor's direct bill option.
- 5.2.8. Specify the minimum amount required on a pre-paid collect account to complete a call.
 - 5.2.8.1. Vendor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facility(s).
- 5.2.9. Vendor shall describe in detail what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.

5.3. Vendor Retention of Account Information

- 5.3.1. For the purpose of aiding in investigations, Vendor must retain information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

6. GENERAL CONDITIONS

6.1. Scope

6.1.1. CCCSO requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, free and visitation sessions. Vendor shall install and operate inmate telephones, and related equipment as well as a video visitation solution as identified in **Section 7.15 – Video Visitation Specifications**. Vendor shall, without cost to CCCSO, provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility(s) to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls from the Facility(s).

6.1.1.1. CCCSO is in the process of submitting a proposal to fund an expansion at the West County Detention Facility. For the purposes of this RFP, Vendors shall structure their proposal to cover Facilities less the new expansion building. CCCSO does not have a firm timeframe for when the new building will open and begin to house inmates; however, CCCSO anticipates that the building's opening will occur during the term of the Agreement which is awarded as a result of this RFP. CCCSO reserves the right to modify the term of the subsequent Agreement based on the opening of the new building, at which time CCCSO and the awarded Vendor will mutually agree upon any adjustments to the Agreement terms and commission structure.

6.1.2. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.

6.1.2.1. Include a description, as well as visual aids, of the inmate telephone sets, TDD units and cart/portable sets proposed for installation at the Facility(s).

6.2. Agreement Length

6.2.1. CCCSO intends to award a 3 year Agreement ("Initial Term"). CCCSO shall have the option to renew for 2 additional 1 year terms or on a month-to-month basis with 90 days written notice to Vendor prior to the expiration of the Initial Term or renewal term of the Agreement. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

6.3. Surety Bond

6.3.1. Within 10 calendar days after the award of the RFP /Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of California, and payable to CCCSO.

6.3.2. The Surety Bond must be made payable to CCCSO in the amount of \$145,000.00 and will be retained during the full term of the Agreement and any renewal terms. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

6.3.3. In the event CCCSO exercises its option to renew the Agreement for an additional term, Vendor shall be required to maintain the Surety Bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

6.4. Compensation and Reporting

- 6.4.1. Vendor shall pay commission on all Gross Revenue generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, INTRAlata/INTRAsate, INTRAlata/INTERstate, INTERlata/INTRAsate, INTERlata/INTERstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Vendor.
- 6.4.2. Vendor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Vendor expense.
- 6.4.3. Vendor shall specify any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility(s). All fees must comply with the California Public Service Commission (CPSC) or the Federal Communications Commission (FCC) regulations and be approved by CCCSO prior to implementation. CCCSO and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to CCCSO.
- 6.4.4. Any charges/fees added to the called party's bill not in compliance with the Federal Communications Commission (FCC) regulations, and implemented without the express written consent of CCCSO, shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 6.4.4.1. CCCSO shall notify Vendor of any unapproved additional fees, fee amounts and/or charges of which CCCSO becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to CCCSO within 30 days.
- 6.4.4.2. Should CCCSO and Vendor mutually agree that the charges/fees will remain, CCCSO and Vendor shall mutually agree on a method for compensation.
- 6.4.4.3. Should CCCSO and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 6.4.5. Notwithstanding the foregoing, Gross Revenue does not include:
- 6.4.5.1. Pre-Paid Collect fee. A Pre-paid Collect fee is defined as a fee imposed on called parties who set up and/or fund a pre-paid collect account with Vendor to accept calls. All Pre-paid Collect fees must be approved by CCCSO and are subject to the penalty identified above if not approved by CCCSO in advance. Vendor shall specify these amounts in **Appendix B – Calling Rates and Commissions.**
- 6.4.5.2. Billing Statement fee. A Billing Statement fee is defined as a fee tariffed by Vendor and charged to called parties for processing a collect call on a LEC telephone bill. All Billing Statement fees must be approved by CCCSO and are subject to the penalty identified above if not approved by CCCSO in advance. Vendor shall specify these amounts in **Appendix B – Calling Rates and Commissions.**
- 6.4.5.3. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 6.4.5.4. A "Free" call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by CCCSO shall not generate revenue or compensation for Vendor and shall not be commissionable to CCCSO. Only those numbers designated by CCCSO on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from

any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to CCCSO. CCCSO reserves the right to enter a free number in the ITS as deemed appropriate by CCCSO and without the assistance of Vendor.

6.4.5.4.1. Unauthorized free calls which are completed by and through the ITS shall be considered part of Gross Revenue and commissionable to CCCSO.

6.4.5.5. Complimentary calls associate with Vendor's pre-paid collect program are not commissioned. Vendor shall specify the duration of and the frequency between each complimentary call to a unique telephone number. Vendor shall indicate how complimentary calls are labeled in the call detail records.

6.4.6. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if Vendor can bill or collect revenue on the call.

6.4.7. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.

6.4.7.1. Vendor may, upon request from CCCSO, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.

6.4.8. It is expressly understood that CCCSO is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Vendor's services.

6.4.9. Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by CCCSO. Commission shall be due to CCCSO in the traffic month CCCSO placed the pre-paid card order and payable under **Section 6.7 – Payment and Reporting**.

6.4.9.1. Vendor shall invoice CCCSO the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.

6.4.9.2. Should CCCSO cancel the pre-paid card services at the Facility(s), Vendor shall deactivate and refund to CCCSO the amount of any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program.

6.4.10. Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under **Section 6.7 – Payment and Reporting**.

6.4.10.1. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to CCCSO for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

6.4.11. Vendor may, at its own option, include a financial incentive offer in addition to the commission proposal shown in **Appendix B– Calling Rates and Commissions**.

6.4.12. Vendor may, at its own option, include an up-front Minimum Annual Guarantee ("MAG") or a Minimum Monthly Guarantee ("MMG") payment to be specified in **Appendix B– Calling Rates and Commissions**.

6.5. Public Telephone Specifications

6.5.1. Vendor shall furnish, install and maintain the number of public pay telephone(s) specified in Appendix A – Facility Specifications for use by the general public at no cost to CCCSO. All commissions and reporting due to CCCSO for the public telephone installed by Vendor shall follow Section 6.7 – Payment and Reporting. The calling rates for the public pay telephone(s) shall mirror the collect calling rates chosen for the ITS. Vendor shall propose a commission rate based on the Gross Revenue generated by the public pay telephone(s) or a flat monthly fee amount in Appendix B – Calling Rates and Commissions. Gross revenue shall include all local, INTRAlata/INTRAsate, INTRAlata/INTERsate, INTER/INTRAsate, INTERlata/INTERsate and International collect, credit card and coin revenue.

6.6. Rate Requirements

- 6.6.1. Vendor must agree to provide the required calling rates specified in Appendix B– Calling Rates and Commissions and must be in compliance with California laws and applicable regulations.
- 6.6.2. Before any new calling rate increases or decreases are implemented, Vendor must submit a written request to receive approval from CCCSO. CCCSO will respond in writing to Vendor's request.
- 6.6.2.1. If Vendor decreases the calling rates without the written approval of CCCSO, Vendor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 6.6.2.2. If Vendor increases the calling rates without the express written approval of CCCSO, Vendor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Vendor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to CCCSO as documentation. CCCSO will not issue a refund of commission paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to CCCSO as concession. The payment amount shall be in the amount of Vendor's portion of the Gross Revenue generated from the overbilled calls.
- 6.6.3. Vendor will implement any rate adjustments requested by CCCSO within 10 calendar days of said request, subject to regulatory approval.
- 6.6.4. Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS ("Duration Rounding"). For calls where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied. If Vendor has a rounding policy for calls less than 10 seconds, Vendor shall indicate as much in its response to this RFP.
- 6.6.5. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices ("Calling Rate Rounding").
- 6.6.6. For call rating purposes, mileage calculations shall be completed using airline distance between serving wire centers associated with the originating and terminating points of a call ("Mileage Rounding"). The servicing wire centers shall be determined by the area codes and exchanges of the origination and destination points. The formula for calculating airline distance is as follows; "V" and "H" coordinates shall be obtained for the wire centers serving Vendor and the destination point. Indicate if Vendor utilizes a different formula for calculation purposes.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

6.6.7. Should the number resulting from the formula be a fraction, Vendor shall round the fraction value to the next higher whole number.

6.7. Payment and Reporting

6.7.1. Vendor shall provide monthly commission payments and traffic detail reports to CCCSO on or before the 25th day of the month following the traffic month. CCCSO requests commission payments are sent via wire transfer. CCCSO requires the traffic detail reports be sent electronically in an exploitable format.

6.7.2. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility(s):

- 6.7.2.1. Facility Name;
- 6.7.2.2. Facility Identification Number/Site Identification Number;
- 6.7.2.3. Facility Address (Street, City, State and Zip);
- 6.7.2.4. Automatic Number Identifier;
- 6.7.2.5. Inmate Telephone Station Port/Identifier;
- 6.7.2.6. Inmate Telephone Location Name;
- 6.7.2.7. Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.8. INTRAlata/INTRAsate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.9. INTERAlata/INTERAsate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.10. INTRAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.11. INTERAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.12. International Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- 6.7.2.13. Commission Rate (%);
- 6.7.2.14. Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
- 6.7.2.15. Traffic Period and Dates.

6.7.3. Vendor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.

6.7.4. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.

6.7.5. Vendor shall provide monthly system platform Call Detail Records ("CDRs"), billing files and a miscellaneous charges/fees report to CCCSO no later than the 25th day of the month following the month of traffic. The billing files shall also include all collect charges/fees report each month.

6.7.6. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:

- 6.7.6.1. Record ID;
- 6.7.6.2. Facility Name;
- 6.7.6.3. Facility ID;

- 6.7.6.4. From ANI;
- 6.7.6.5. To ANI;
- 6.7.6.6. Batch Number/ID;
- 6.7.6.7. Seconds;
- 6.7.6.8. Revenue Period;
- 6.7.6.9. Date (yymmdd);
- 6.7.6.10. Connect Time (hhmmss);
- 6.7.6.11. Billable Time (hhmmss);
- 6.7.6.12. Multiple Rate Indicator;
- 6.7.6.13. Personal Identification Number Digits;
- 6.7.6.14. Originating City;
- 6.7.6.15. Originating State;
- 6.7.6.16. Bill City;
- 6.7.6.17. Bill State;
- 6.7.6.18. Rounded Bill Time Indicator;
- 6.7.6.19. Bill Number;
- 6.7.6.20. LATA ID;
- 6.7.6.21. Settlement Code;
- 6.7.6.22. Message Type;
- 6.7.6.23. Charge Amount;
- 6.7.6.24. Additional Fees and Line Surcharges;
- 6.7.6.25. Specialized Calling Indicator;
- 6.7.6.26. Validation Indicator;
- 6.7.6.27. Tax Exempt Indicator;
- 6.7.6.28. Rate Period; and
- 6.7.6.29. Rate Class.

6.7.7. Vendor shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.

6.7.8. The miscellaneous charges/fees report shall contain, without limitation, the following information for all fees applied to calls from the Facility(s):

- 6.7.8.1. Facility ID;
- 6.7.8.2. Date;
- 6.7.8.3. From ANI;
- 6.7.8.4. To ANI;
- 6.7.8.5. Billed ANI;
- 6.7.8.6. Fee Type; and
- 6.7.8.7. Fee Amount.

6.7.9. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, which originate from the Facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:

- 6.7.9.1. Facility Name;
- 6.7.9.2. Facility ID;
- 6.7.9.3. From ANI;

- 6.7.9.4. To ANI;
 - 6.7.9.5. Batch Number / ID;
 - 6.7.9.6. From City;
 - 6.7.9.7. From State;
 - 6.7.9.8. To City;
 - 6.7.9.9. To State;
 - 6.7.9.10. Station ID;
 - 6.7.9.11. Phone Name or Location;
 - 6.7.9.12. Inmate ID;
 - 6.7.9.13. Personal Identification Number;
 - 6.7.9.14. Pre-Paid Card ID;
 - 6.7.9.15. Revenue Period;
 - 6.7.9.16. Call Start (yymmdd; hhmmss);
 - 6.7.9.17. Call End (yymmdd; hhmmss);
 - 6.7.9.18. Seconds;
 - 6.7.9.19. Call Type (e.g. local, etc.);
 - 6.7.9.20. Bill Type (e.g. free, collect, etc.);
 - 6.7.9.21. Cost;
 - 6.7.9.22. Tax;
 - 6.7.9.23. Validation Result;
 - 6.7.9.24. Termination Reason;
 - 6.7.9.25. LIDB Status; and
 - 6.7.9.26. Completion Indicator.
- 6.7.10. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- 6.7.11. Vendor shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.
- 6.7.12. Commission discrepancies must be resolved by Vendor, and to CCCSO's reasonable satisfaction, within 30 days of receipt of discrepancy notification from CCCSO or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of CCCSO. CCCSO further retains the right to pursue any other legal remedies it deems necessary.
- 6.7.13. Commission payments, traffic detail reports, miscellaneous charges/fees report, billing files, CDRs and/or reports not containing the required fields, received by CCCSO after the date specified in **Section 6.7 – Payment and Reporting** are subject to late charges and/or fines.
- 6.7.13.1. Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.
 - 6.7.13.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - 6.7.13.3. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

6.8. Reconciliation

- 6.8.1. From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business day's written notice, CCCSO shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining to the Agreement.
- 6.8.2. CCCSO requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.
- 6.8.3. CCCSO reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of CCCSO's sole choice.

6.9. Assignment and Mergers/Acquisition

- 6.9.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to CCCSO and then only upon Vendor's receipt of CCCSO's written consent.
- 6.9.2. Upon receipt of CCCSO's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, CCCSO may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon CCCSO's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 6.9.3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to CCCSO:
 - 6.9.3.1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 6.9.3.2. New Vendor's Federal Identification Number (FEIN) if applicable; and,
 - 6.9.3.3. Other documentation requested by CCCSO.
- 6.9.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

6.10. Independent Contractor

- 6.10.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing CCCSO to exercise control over the manner or method by which Vendor or its subcontractors perform under the Agreement.

6.11. Termination/Default

- 6.11.1. In the event Vendor fails to perform any terms or conditions of the Agreement, CCCSO may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of CCCSO within 30 calendar days of receipt of such notice, CCCSO may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Section 7.3 - Transition**.
- 6.11.2. CCCSO may terminate the Agreement at any time, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall follow the transition requirements outlined in **Section 7.3 - Transition**.

- 6.11.3. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, CCCSO may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

6.12. Indemnification

- 6.12.1. Vendor shall defend, indemnify, and hold CCCSO and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder, (b) the operation of Vendor's business or ITS; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the sole negligence of CCCSO, its agents or employees.
- 6.12.2. CCCSO agrees to provide Vendor with reasonable and timely notice of any claim, demand or cause of action made or brought against CCCSO arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. CCCSO will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.
- 6.12.3. In the event an infringement claim is made or threatened against CCCSO, or injunctive relief is granted to a claimant, Vendor shall (a) obtain the right for CCCSO to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, CCCSO may terminate the Agreement upon 60 days written notice to Vendor and Vendor shall be responsible for all of CCCSO's costs and expenses of whatever nature or kind in connection therewith.
- 6.12.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

6.13. Insurance

- 6.13.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure CCCSO and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.
- 6.13.2. Vendor shall provide CCCSO with a 30 day advance written notice of cancellation or material changes in said insurance.
- 6.13.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 6.13.4. Vendor shall provide CCCSO a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show CCCSO as an additional insured and shall include a waiver of subrogation:
- 6.13.4.1. **Automobile Liability:**
- 6.13.4.1.1. Bodily Injury (each person): \$250,000.00
- 6.13.4.1.2. Bodily Injury (each accident): \$500,000.00
- 6.13.4.2. **General Liability (Including Contractual Liability):**
- 6.13.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00
- 6.13.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

6.13.4.3. **Excess Liability:**

6.13.4.3.1. Umbrella Form: \$1,000,000.00

6.13.4.4. **Worker's Compensation:** Statutory

- 6.13.5. CCCSO agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against CCCSO arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 6.13.6. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this RFP, Vendor must:
- 6.13.6.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of California Labor Code.
 - 6.13.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the project.
 - 6.13.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter;
 - 6.13.6.4. Notify CCCSO in writing, within 10 days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 6.13.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and CCCSO and to ensure that CCCSO is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

7. SYSTEM REQUIREMENTS

7.1. Standards

- 7.1.1. Inmate telephone services are to be provided and shall comply with the most current applicable Federal Communication and/or Public Service Commission regulations relating to inmate telephone service in correctional facilities. Vendor shall be responsible for maintaining and monitoring the most current regulations relating to inmate telephone service throughout the term of an Agreement.

7.2. Installation Requirements

- 7.2.1. In its response to this RFP, Vendor shall submit an implementation plan, which shall include an installation schedule, for each Facility(s). Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
- 7.2.1.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is incomplete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 7.2.1.2. Should Vendor incur liquidated damages, CCCSO will invoice Vendor. Payment of the invoice shall be made to CCCSO within 30 days of Vendor's receipt of the invoice.
- 7.2.2. Vendor shall be responsible for all costs associated with the inmate telephone system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and

- day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- 7.2.3. Vendor's ITS shall not be configured to reside on or use CCCSO's network unless agreed upon by CCCSO.
- 7.2.4. Vendor agrees to obtain CCCSO's written approval before making any physical changes to the Facility(s), such as drilling into walls, floors, ceilings or any other portion of the Facility(s). This includes existing, newly constructed and/or expanded Facility(s).
- 7.2.5. Vendor shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
- 7.2.6. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 7.2.7. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in Appendix A – Facility Specifications. Placards containing dialing instructions in both English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts.
- 7.2.8. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Vendor upon CCCSO's request and at no cost.
- 7.2.9. Vendor agrees to work in conjunction with CCCSO's IT Director to coordinate all new and additional wiring needs.
- 7.2.10. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility(s) is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes CCCSO's property upon termination and/or expiration of the Agreement.
- 7.2.11. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility(s) maintenance personnel.
- 7.2.12. At no cost to CCCSO, Vendor shall install additional inmate telephones, monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facility(s).
- 7.2.12.1. If the installation of the additional inmate telephones is not completed within 30 days, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
- 7.2.12.2. Should Vendor incur liquidated damages, CCCSO will invoice Vendor. Payment of the invoice shall be made to CCCSO within 30 days of Vendor's receipt of the invoice.
- 7.2.13. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment on all lines used for the ITS.
- 7.2.14. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
- 7.2.14.1. Vendor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 7.2.15. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility(s) or as otherwise specified by CCCSO.
- 7.2.16. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by CCCSO, no equipment, inventory or spare parts shall be stored by Vendor at the Facility(s).

- 7.2.17. Vendor shall correct any damage to CCCSO's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 7.2.18. Vendor shall install, repair and maintain all Vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility(s). All Vendor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
- 7.2.19. Upon completion of the initial installation and any ongoing installations, Vendor shall provide CCCSO with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 7.2.20. Vendor shall indicate any environmental conditions required for the proposed ITS; indicate whether Vendor proposes to make any changes to the phone room at the Facility(s) based on the site evaluation.
- 7.2.21. Vendor must indicate the physical size of the ITS equipment to be installed at the Facility(s) and provide a diagram or visual aid.
- 7.2.22. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 7.2.23. Vendor shall install/mount its equipment in accordance with CCCSO's requirements.

7.3. Transition

- 7.3.1. For the initial installation, Vendor will work with CCCSO and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by CCCSO.
 - 7.3.1.1. All phone installation locations must be approved by CCCSO.
- 7.3.2. Upon expiration, termination, or cancellation of the Agreement, Vendor shall accept the direction of CCCSO to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - 7.3.2.1. Vendor acknowledges that the CDRs, call recordings, documentation, reports, data, etc., contained in the ITS are the property of CCCSO. CCCSO acknowledges the ITS hardware and software are the property of Vendor.
 - 7.3.2.1.1. At no cost to CCCSO, Vendor shall supply 8 workstation(s) which shall become the property of CCCSO after expiration, cancellation or termination of the Agreement to allow CCCSO access to all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS.
 - 7.3.2.1.2. The CDRs, call recordings, documentation, reports, data, etc. shall be provided to CCCSO by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to CCCSO within 15 days following the expiration and/or cancellation of the Agreement. Vendor shall accept CCCSO's reasonable decision whether the solution provided is acceptable.
 - 7.3.2.2. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by CCCSO. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Vendor to CCCSO at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.
- 7.3.3. Vendor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS.

7.4. ITS and User Application Specifications

- 7.4.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling.
- 7.4.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.

- 7.4.3. Vendor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by CCCSO as outlined in **Appendix A – Facility Specifications**.
- 7.4.4. Vendor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time. CCCSO reserves the right to require Vendor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Vendor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to CCCSO.
- 7.4.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Vendor shall accept CCCSO's reasonable decision regarding whether the reception quality is acceptable.
- 7.4.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 7.4.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.
- 7.4.8. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 7.4.9. With each call, the ITS must provide an automated message to advise the called party that:
- 7.4.9.1. The call is coming from a correctional facility;
 - 7.4.9.2. The call is coming from a specific inmate; and
 - 7.4.9.3. The call may be monitored and recorded.
- 7.4.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 7.4.11. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
- 7.4.11.1. The inmate may record a name each time a call is placed. CCCSO requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - 7.4.11.2. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. CCCSO requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - 7.4.11.3. No name is recorded. If CCCSO selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.
- 7.4.12. Vendor shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the called party.
- 7.4.13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
- 7.4.14. Vendor shall subscribe to the LEC Line Information Data Base ("LIDB"). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening ("BNS"). Vendor must assume all responsibility for the cost and accuracy of validation.

- 7.4.15. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. CCCSO reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to CCCSO and within 30 days of the request.
- 7.4.16. ITS shall allow free local calls from select intake/booking inmate telephones. Free calls shall require an inmate to enter a PIN to place a call, and all free local calls, excluding calls to attorneys, shall be recorded. Vendor shall provide signage to post near the free telephones to notify inmates that all free local calls are subject to recording and monitoring. The signage shall also include instructions for placing a call to an attorney which shall not be subject to recording and monitoring.
- 7.4.17. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- 7.4.18. Following the dialing sequence, Vendor shall indicate whether the ITS can be configured to:
- 7.4.18.1. Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
 - 7.4.18.2. Place the inmate on-hold and not permit the inmate to hear the call progress.
- 7.4.19. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 7.4.20. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by CCCSO and at no cost to CCCSO and without the assistance of Vendor.
- 7.4.21. The ITS shall be capable of processing and completing international collect calls. Vendor must specify how international collect calls are processed and completed via the proposed ITS.
- 7.4.22. Vendor must specify its process for completing calls that would otherwise be blocked because of Competitive Local Exchange Carriers ("CLEC"), cell phones and unbillable issues. Vendor shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
- 7.4.23. The ITS user application shall allow CCCSO to query the CDRs for inmate activities and calling patterns.
- 7.4.24. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
- 7.4.24.1. Inmate Name (First, Last);
 - 7.4.24.2. Inmate Personal Identification Number;
 - 7.4.24.3. Record Identifier;
 - 7.4.24.4. Date Range (Start Date/Time and End Date/Time);
 - 7.4.24.5. Facility(s);
 - 7.4.24.6. Called Number;
 - 7.4.24.7. Originating Number;
 - 7.4.24.8. Station Port;
 - 7.4.24.9. Station Name;
 - 7.4.24.10. Call Type;
 - 7.4.24.11. Bill Type;
 - 7.4.24.12. Duration (minimum and maximum);
 - 7.4.24.13. Call Amount;
 - 7.4.24.14. Flagged Calls;
 - 7.4.24.15. Monitored Calls;
 - 7.4.24.16. Recording Type;
 - 7.4.24.17. Completion Type;
 - 7.4.24.18. Termination Type;
 - 7.4.24.19. Validation Result;
 - 7.4.24.20. Pre-Paid Card ID Number;

- 7.4.24.21. Phone Group(s); and
- 7.4.24.22. Custom Search.
- 7.4.25. The ITS user application shall allow CDR query results to be exported in a format selected by CCCSO(.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 7.4.26. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - 7.4.26.1. Call Statistics by Date Range;
 - 7.4.26.2. Frequently Called Numbers;
 - 7.4.26.3. Frequently Used Personal Identification Numbers;
 - 7.4.26.4. Commonly Called Number;
 - 7.4.26.5. Call Detail Report;
 - 7.4.26.6. Gross Revenue Report by Date Range;
 - 7.4.26.7. Facility Totals and Statistics;
 - 7.4.26.8. Called Party/Number Accepting Report;
 - 7.4.26.9. Fraud/Velocity Report;
 - 7.4.26.10. Total Calls;
 - 7.4.26.11. Calling List (PAN) Report;
 - 7.4.26.12. Pre-Paid Card Report;
 - 7.4.26.13. Debit Usage Report;
 - 7.4.26.14. Debit Balance and Funding Report;
 - 7.4.26.15. Pre-Paid Card Balance Report;
 - 7.4.26.16. Bill and Call Type Distribution;
 - 7.4.26.17. Phone Usage;
 - 7.4.26.18. Reverse Look-Up;
 - 7.4.26.19. User Audit Trail; and
- 7.4.27. The ITS user application shall allow CCCSO to export the reports in a format selected by CCCSO(.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 7.4.28. The ITS shall have the capability to customize reports in a form mutually agreed upon by CCCSO and Vendor.
- 7.4.29. Vendor's ITS user application shall at a minimum allow:
 - 7.4.29.1. The creation, modification and deactivation of user accounts;
 - 7.4.29.2. The creation, modification and deactivation of inmate accounts;
 - 7.4.29.3. The creation and modification of telephone numbers in the ITS;
 - 7.4.29.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 7.4.29.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 7.4.29.6. Block/unblock telephone numbers without the assistance of Vendor; and,
 - 7.4.29.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 7.4.30. Vendor shall indicate whether the ITS has the capability to allow CCCSO to create, view and track service tickets associated with the ITS or Facility(s).
- 7.4.31. Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Vendor shall provide detailed information on the frequency Vendor

- performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 7.4.32. The ITS shall comply with the Americans with Disabilities Act ("ADA") requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf ("TDD").
- 7.4.32.1. Vendor shall provide the number of TDD telephones and ports specified in **Appendix A – Facility Specifications**.
- 7.4.32.2. Vendor must indicate how the TDD telephones work with the proposed ITS.
- 7.4.32.3. Vendor shall provide detail on how TDD calls can be recorded and monitored via the ITS.
- 7.4.32.4. Vendor shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- 7.4.32.5. Vendor shall indicate whether TDD calls can be billed. If so, Vendor shall provide detailed information on the billing process used for TDD calls.
- 7.4.33. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- 7.4.34. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by CCCSO, shall be provided at no cost to CCCSO. Vendor shall accept CCCSO's direction for how pro-bono calling services are configured via the ITS.
- 7.4.35. Vendor shall be able to establish an informant line at no cost to CCCSO. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by CCCSO. Vendor shall accept CCCSO's direction for how the informant line is configured through the ITS.
- 7.4.36. Vendor shall work with CCCSO to configure inmate telephones at each of the Facilities to accommodate propria persona (pro-per) telephone calls for inmates choosing to represent and manage their own legal defense. All pro-per calls shall be free, but shall be limited to 2 pro-per calls per day per inmate with a maximum of 280 minutes per week per inmate. For the purpose of the pro-per telephone calls, the weekly maximum minutes shall be calculated from Friday to Thursday of each week. All pro-per calls shall utilize an inmate PIN.
- 7.4.36.1. Vendor shall provide quarterly pro-per reports to CCCSO. Such quarterly reports shall include a projected estimated cost of each pro-per call to determine what the costs would be if the applicable calling rate was applied to the free pro-per call.. The quarterly pro-per reports shall be in an Excel format and shall include, at a minimum , the following fields:
- 7.4.36.1.1. Facility name;
- 7.4.36.1.2. Phone Type (e.g. pro-per);
- 7.4.36.1.3. Inmate PIN;
- 7.4.36.1.4. Station ID;
- 7.4.36.1.5. Date (yyymmdd);
- 7.4.36.1.6. Call Type (e.g. Intralata, etc.);
- 7.4.36.1.7. Number of Pro-Per Calls Per Day by Inmate PIN;
- 7.4.36.1.8. Rounded Minutes of Use; and
- 7.4.36.1.9. Estimated Cost.
- 7.4.37. Vendor shall work with CCCSO to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
- 7.4.37.1. Route free calls via the ITS to a destination provided and designated by CCCSO which may or may not be the same as that used for the CCCSO informant line.
- 7.4.37.2. At no cost to CCCSO, provide a telephone line to CCCSO dedicated for PREA calls to which the calls will be routed as free.

- 7.4.37.3. ITS shall have the capability of allowing inmates to place PREA calls or leave messages anonymously.
- 7.4.37.4. CCCSO, at its sole discretion, may or may not choose to monitor and record PREA calls.

7.5. Security Features

7.5.1. The ITS shall prohibit:

- 7.5.1.1. Direct-dialed calls of any type;
- 7.5.1.2. Access to a live operator for any type of calls;
- 7.5.1.3. Access to "411" information services;
- 7.5.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
- 7.5.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.

7.5.2. The ITS shall prevent call collision or conference calling among telephone stations.

7.5.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). CCCSO must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:

- 7.5.3.1. At demarcation location;
- 7.5.3.2. Central control; and
- 7.5.3.3. By select housing units.

7.5.4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.

7.5.5. Vendor shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facility(s) is placed (e.g. unknown number, Vendor's customer service number, B-1, ANI, etc.).

7.5.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.

7.5.7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.

7.5.7.1. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.

7.5.7.2. Specify the method used by Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.

7.5.8. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding ("RCF") calls. If Vendor's ITS is unable to detect RCF, provide the status of Vendor's research and development relative to the detection of RCF calls.

7.5.9. The ITS shall allow the called party to block their telephone number during the call acceptance process.

7.5.10. As specified by CCCSO, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.

7.5.11. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility(s) is specified in **Appendix A – Facility Specifications**.

7.6. Personal Identification Number Application

- 7.6.1. The Personal Identification Number (“PIN”) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - 7.6.1.1. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - 7.6.1.2. The capability to interface with the Facility’s Jail Management System (“JMS”). The JMS is serviced and programmed by CCCSO. Contact is Dave Spinelli (925) 313-2451. It is the Vendor’s responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the initial implementation. CCCSO shall not be responsible for paying any amount associated with the required interface.
 - 7.6.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
 - 7.6.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 7.6.1.4.1.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 7.6.1.4.1.2. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - 7.6.1.4.1.3. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 7.6.1.4.1.4. The ITS, without an interface with the JMS, auto-generates the complete PIN;
 - 7.6.1.4.1.5. The ITS accepts a manually entered PIN.
 - 7.6.1.5. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released, etc.).
 - 7.6.1.6. Upon booking, inmates are generated a 6-digit booking number (inmate ID) via the JMS. Inmates are issued ID wristbands containing their name, inmate ID, and picture.
 - 7.6.1.7. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
 - 7.6.1.8. The ITS shall be capable of providing PINS in the ITS immediately upon booking.
 - 7.6.1.9. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facility(s) or from any inmate telephone located at the Facility(s).
 - 7.6.1.10. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
 - 7.6.1.11. The ITS shall be capable of changing the additional unique identifier for each PIN as needed.
 - 7.6.1.12. The ITS shall be capable of deactivating a PIN upon an inmate’s release and reactivating the same PIN if the inmate reenters the Facility(s) at a future date.
 - 7.6.1.13. ITS shall propose a possible solution to circumvent PIN trading such as voice-to-PIN combinations which may be addressed in Section 7.13 Additional Technology.
- 7.6.2. The ITS shall have the capability to store a list of Personal Allowed Numbers (“PAN”) associated with each PIN. CCCSO may or may not choose to implement PANs.
 - 7.6.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - 7.6.2.1.1. The quantity of approved telephone numbers within a PAN shall be configurable.
 - 7.6.2.1.1.1. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - 7.6.2.1.2. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).

- 7.6.2.1.3. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
- 7.6.2.1.4. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
- 7.6.2.1.5. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

7.7. Monitoring and Recording Requirements

- 7.7.1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility(s) unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
- 7.7.2. The ITS shall allow designated users at the Facility(s) to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
- 7.7.3. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 7.7.4. The ITS shall provide simultaneous playback and continuous recording of calls and visits.
- 7.7.5. Live monitoring shall allow CCCSO to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - 7.7.5.1. Call Start Time;
 - 7.7.5.2. Facility(s);
 - 7.7.5.3. Phone Location Name;
 - 7.7.5.4. Inmate Name;
 - 7.7.5.5. Inmate PIN;
 - 7.7.5.6. Called Number;
 - 7.7.5.7. Called City, State;
 - 7.7.5.8. Call Type;
 - 7.7.5.9. Bill Type;
 - 7.7.5.10. Call Status;
 - 7.7.5.11. Duration.
- 7.7.6. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of 3 years and stored offline for a minimum period of 7 years following the expiration of the Agreement.
 - 7.7.6.1. Vendor shall provide detailed information of its offline storage process.
- 7.7.7. All call recordings sessions shall be stored online for a minimum period of 1 year and offline for a period of 3 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
 - 7.7.7.1. Vendor shall provide a detailed description of its proposed method for storing call recordings, to include information on Vendor's data redundancy practices.
 - 7.7.7.2. Vendor shall provide detailed information of its proposed offline storage process.
- 7.7.8. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to CCCSO throughout the life of the Agreement and any renewal terms.
- 7.7.9. Vendor shall pay CCCSO liquidated damages in the amount of \$1,000.00 per each instance wherein CCCSO suffers one or more lost, unrecoverable or un-useable recording(s). CCCSO agrees to notify Vendor of such instances and provide up to 3 days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from CCCSO. CCCSO will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.

- 7.7.10. Vendor shall provide CCCSO with 8 workstations, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Vendor-provided workstations, and at the request of CCCSO, Vendor shall provide unlimited and secure remote access to the ITS at no cost to CCCSO. Remote access must be compatible with Internet Explorer and must be backwards compatible with at least three versions of Internet Explorer.
- 7.7.10.1. The provision of remote access shall allow CCCSO, as well as other outside personnel whom are authorized users, the same features and functionalities, permitted by the user's level of access, available on a Vendor-provided workstation.
- 7.7.11. For the term of the Agreement, CCCSO shall have access to all CDRs and call recordings from all workstations and remote access computers, based on the user's access level. Remote access must be compatible with Internet Explorer and must be backwards compatible with at least three versions of Internet Explorer.
- 7.7.12. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Vendor shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
- 7.7.13. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Vendor shall provide a detailed description of the process for transferring/copying/exporting recordings.
- 7.7.14. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 7.7.14.1. Provide a listing of any other file types allowed by the ITS.
- 7.7.14.2. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
- 7.7.14.3. If Vendor proposes a centralized ITS solution, provide information on its capability to accommodate on-site storage of call recordings.

7.8. Pre-Paid/Debit Application

- 7.8.1. The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 7.8.2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
- 7.8.3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- 7.8.4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 7.8.5. The pre-paid and/or debit application shall allow international calls.
- 7.8.6. Vendor shall be capable of configuring pre-paid cards for use outside of the Facility(s). Vendor must provide detailed information on this process.
- 7.8.7. Vendor shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
- 7.8.8. The ITS shall be capable of interfacing with the current commissary provider and/or JMS for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The current commissary provider is Trinity. Trinity's contact is Carlos Reyes (925) 754-1447, carlos.reyes@trinityservicesgroup.com. The current JMS is L-1 JMS, serviced by CCCSO. L-1 JMS's contact is Dave Spinelli (925) 313-2451,

dspin@so.cccounty.us. Further, Vendor shall state whether it has an established business arrangement and interface with Trinity or L-1 JMS. It is Vendor's responsibility to initiate and establish a business relationship and necessary interfaces with Trinity and L-1 JMS. CCCSO shall not be responsible for paying any amounts associated with the required interface.

7.8.9. Vendor shall supply, at CCCSO's request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to CCCSO.

7.9. Security

7.9.1. All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facility(s). All Vendor employees will comply with CCCSO's policies and procedures. Entry to the Facility(s) is subject to the approval of CCCSO's Site Administrator/Administrator/Warden.

7.10. Training

7.10.1. Vendor shall provide onsite training to CCCSO's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to CCCSO. Training manuals shall be provided to CCCSO's staff at all training meetings and will become the property of CCCSO.

7.10.2. When requested by CCCSO, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.

7.10.3. Vendor will also provide full documentation for all of the ITS features.

7.11. ITS Upgrades and Performance Process

7.11.1. Vendor shall provide CCCSO with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.

7.11.2. Vendor shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facility(s). Any deviation from this process may result in liquidated damages incurred by Vendor. Such liquidated damages will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from CCCSO. CCCSO will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.

7.11.3. Vendor shall perform extensive testing on all system changes or upgrades prior to introducing them to CCCSO. At a minimum, this shall include the following:

7.11.3.1. Extensive testing on a system identical to the ITS at the Facility(s);

7.11.3.2. Circuit testing;

7.11.3.3. Configuration / setting preservation testing;

7.11.3.4. Call processing;

7.11.3.5. International calling; and

7.11.3.6. Debit/pre-paid card calling.

7.11.4. Vendor shall receive written permission from CCCSO, before scheduling or proceeding with any functionality changes to the ITS at the Facility(s), especially if the changes will cause an interruption in service.

7.11.5. Vendor shall provide CCCSO with written details regarding any change to voice prompts or dialing procedures.

7.11.6. CCCSO, at its option, shall have a minimum of 2 weeks to notify inmates at the Facility(s) of any ITS changes that affect the inmates.

7.11.7. Vendor shall work with the Facility(s) to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with CCCSO to implement the changes or upgrades to the ITS to avoid an interruption in service.

- 7.11.8. Vendor shall coordinate the presence of a technician at the Facility(s) on the day of implementation to place test calls and ensure the ITS is functioning properly.
- 7.11.9. All said changes shall be made by Vendor at no cost to CCCSO.

7.12. General Maintenance

- 7.12.1. Vendor shall respond to repair requests from CCCSO by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 7.12.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or ITS failure. Vendor must exhibit to CCCSO a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. CCCSO shall be notified of progress and/or delays in progress until the problems are resolved. Vendor shall notify CCCSO any time a technician will be dispatched to the Facility(s) and prior to the technician's arrival.
- 7.12.3. CCCSO may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10- days of Vendor receiving notice of the problem from CCCSO.
- 7.12.4. Vendor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility(s).
- 7.12.5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Vendor will assume liability for any and all such damages.
- 7.12.6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Vendor to CCCSO promptly.
- 7.12.7. General Maintenance guidelines shall be applied to the VVS as well as adhere to the Maintenance Agreement identified in Section 7.15.20 and 7.15.21.

7.13. On-Site Administrator

- 7.13.1. ITSP shall provide one part-time On-Site Administrator, in total, for all the Facilities, at no cost to CCCSO. The part-time On-Site Administrator shall share its weekly time among the Facilities working 20 hours per week. The duties and responsibilities of the On-Site Administrator shall include, but not be limited to:
 - 7.13.1.1. Maintain all databases associated with the ITS.
 - 7.13.1.2. Provide telephone maintenance including, but not limited to, repairing and replacing telephones and on a monthly basis proactively provide preventative maintenance by reviewing the functionality of the ITS by performing a walkthrough of the Facilities.
 - 7.13.1.3. Upon CCCSO's request, provide necessary documentation and assistance for investigations.
 - 7.13.1.4. Upon CCCSO's request, provide monthly activity and maintenance reports for collect, debit and/or pre-paid usage.
 - 7.13.1.5. Provide a weekly report of all requests, service tickets and issues resolved related to the ITS; this should include a list of any requests, service tickets and issues which may be unresolved and are pending resolution.

7.14. Investigative Tools

- 7.14.1. Vendor shall provide a detailed list of all investigative tools included in the ITS. The ITS shall include at a minimum the following:
 - 7.14.1.1. The capability to insert and store notes on all call recordings.
 - 7.14.1.2. The capability to provide date/time stamps for specific durations of each call recording.
 - 7.14.1.3. The capability to increase or decrease the speed of a call recording.
 - 7.14.1.4. The capability to mute either the inmate or the called party when replaying a call recording

- 7.14.1.5. A report showing “frequently called telephone numbers” for all telephone numbers called more than 4 times in 24 hours.
- 7.14.1.6. A report showing “common telephone numbers called” for all telephone numbers called by more than one inmate.

7.15. Video Visitation Specifications

7.15.1. References

- 7.15.1.1. Vendor must currently be providing a VVS (either Vendor’s or a third party’s VVS) to customers with a similar scope as CCCSO for a minimum of 1 year, including providing a VVS to customers having multiple Facilities with at least 1,600 inmates and requiring different hours and visiting policies for each Facility. Vendor shall provide 2 references where the proposed VVS has been implemented and meets this requirement.
 - 7.15.1.1.1. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population (“ADP”), agreement effective date and number of VVS stations.
- 7.15.1.2. Vendor shall specify if the VVS has the capability to allow for automated data export to allow for two-way data share with CCCSO’s JMS. Vendor shall provide the methods available for the data transfer (i.e. XML, web services, etc.).
- 7.15.1.3. VVS shall be compatible with Oracle, Microsoft, SQL or PostgreSQL databases.

7.15.2. Scope of Services

- 7.15.2.1. Vendor shall implement a VVS in the CCCSO Facilities. Vendor shall include a ratio of 1 video visitation station for every 30 inmates. Vendor may identify an alternative ratio of video visitation stations after the facility visits and may include alternative recommendations in their response to this RFP. Vendor shall also provide information relative to a viable, low labor-intensive, mobile video visitation solution for use in the segregated units.
- 7.15.2.2. VVS shall be a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection.
- 7.15.2.3. Data and power requirements for the proposed video visitation infrastructure have been estimated by Contra Costa’s Department of Information and Technology (DOIT) Vendor responses shall include, at a minimum, the following data and power requirement costs:
 - 7.15.2.3.1. West County \$62,730.00
 - 7.15.2.3.2. Martinez \$89,562.00
 - 7.15.2.3.3. Marsh Creek \$8,817.00
- 7.15.2.4. The recommendations by DOIT are estimates only and shall not be considered a bid or firm price. The actual project cost will be determined by the market at the time of construction, site conditions, and any changes in scope that may be required. The estimated project cost shall be valid for 45 days from the date of this RFP.
- 7.15.2.5. Vendor shall reimburse DOIT for all required data, power and labor costs incurred to complete the project.
- 7.15.2.6. VVS shall include the installation of 36 video visitation stations at Martinez Detention Facility, which includes 26 inmate/general population visitations stations, 8 public visitation stations, and 2 attorney visitation stations. Additional information for Martinez Detention Facility is identified in **Appendix A – Facility Specifications** of this RFP.
- 7.15.2.7. VVS shall include the installation of 26 video visitation stations at West County Detention Facility, which includes 21 inmate/general population visitations stations, 8 public visitation stations, and 1

attorney visitation station. Additional information for West County Detention Facility is identified in **Appendix A – Facility Specifications** of this RFP.

7.15.2.8. VVS shall include the installation of 2 video visitation stations at Marsh Creek Detention Facility, which includes 2 inmate/general population visitations stations. Additional information for Marsh Creek Detention Facility is identified in **Appendix A – Facility Specifications** of this RFP.

7.15.2.9. VVS shall include a monitoring workstation to be installed at each of the CCCSO Facilities identified in **Appendix A – Facility Specifications**.

7.15.2.10. CCCSO is interested in offering the general public the option of completing remote video visits in addition to completing onsite video visitation visits. All visits will be in accordance with the rules and regulations set forth by CCCSO. Onsite visits will be completed at no cost to the general public and inmate. Additionally, to allow for convenience, the general public will have the option to utilize the video visitation stations at one Facility to visit with an inmate at another Facility. Attorney video visitation visits may be charged to the attorney as specified in **Section 7.15.9 - Billing**. Vendor shall offer a revenue sharing option for remote video visits in **Appendix B – Calling Rates and Commissions** – please be sure to specify all applicable fees as well as the commission structure proposed.

7.15.2.11. Please list any requirements for the VVS to accommodate the remote video visits to include necessary equipment, software, etc.

7.15.2.12. Vendor shall describe, in non-technical terms, the technology solution for video visitation. Vendor may be able to provide, identifying any unique or distinctive features of their products and services. Vendor shall include images of Vendor related products.

7.15.3. Installation

7.15.3.1. Upon installation of VVS, CCCSO will work with Vendor to provide, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the provisions set forth in this section.

7.15.3.2. Vendor shall provide detailed information and specifications for each of the hardware components, software applications and additional products for the VVS.

7.15.3.3. Vendor shall specify if the VVS is an Internet Protocol (IP) based system.

7.15.3.4. Upon installation of the VVS, Vendor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.

7.15.3.5. Upon installation of the VVS, Vendor will be responsible for installing all new wiring, cabling and network circuits at no cost to CCCSO to support the provision of the outlined services.

7.15.3.6. Vendor will be responsible for providing and installing tamper-resistant and durable video visitation stations as well as sufficient monitoring stations as suitable for a correctional environment and described herein and in appendices.

7.15.3.7. The video visitation stations must not include any removable parts.

7.15.3.8. The video visitation stations must not compromise CCCSO's local area network or security.

7.15.3.9. Vendor must indicate any environmental conditions that will be required for the video visitation equipment.

7.15.3.10. The VVS will be required to provide all operational features and system requirements applicable to all monitoring stations and video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.

7.15.3.11. The VVS must consist of hardware and software designed to enable CCCSO to initiate, control, record, retrieve and monitor video visitation sessions.

7.15.4. Scheduling

7.15.4.1. Vendor shall list any methods or options available for verification of the visitor's identity to begin the registration process and to schedule a visit.

- 7.15.4.2. The VVS shall have the capability to allow CCCSO to schedule visits for a particular inmate, station, and date and time.
- 7.15.4.3. Vendor shall specify if the VVS has the capability to allow CCCSO to establish and manage approved visitor lists for all Facilities, selected housing units, and/or selected inmates.
- 7.15.4.4. The VVS shall have the capability to schedule a “no visitations” event with customizable durations for an inmate, station, station group, and/or housing unit.
- 7.15.4.5. Vendor shall specify if the VVS has the capability of allowing CCCSO to create the following restrictions with customizable durations:
 - 7.15.4.5.1. Restrict a visitor from visiting certain inmate(s);
 - 7.15.4.5.2. Restrict an inmate from visiting a minor;
 - 7.15.4.5.3. Restrict an inmate from visiting ALL visitors;
 - 7.15.4.5.4. Restrict a visitor from visiting ALL inmates;
 - 7.15.4.5.5. Restrict an inmate from having internet video visits (on-site visits only);
 - 7.15.4.5.6. Restrict an inmate from visiting at the same time as another inmate;
 - 7.15.4.5.7. Restrict a visitor from visitation at the same time as another visitor.
- 7.15.4.6. Vendor shall specify if the VVS has the capability to set the age requirements for visitors during the registration and scheduling process.
- 7.15.4.7. The VVS shall allow CCCSO to designate a visitor as being an attorney (or other professional) type of visitor.
- 7.15.4.8. Vendor shall specify if the VVS has the capability to allow CCCSO staff to schedule visits on behalf of visitors, either for on-site or remote video visits.
- 7.15.4.9. Vendor shall specify if the VVS is configurable to set different scheduling rules for CCCSO staff scheduling visits vs. public scheduling remote video visits.
- 7.15.4.10. Vendor shall specify if the VVS has the capability to allow CCCSO staff to create an unscheduled visit/station connection where the inmates and visitors information is not required.
- 7.15.4.11. Vendor shall specify if the VVS has the capability to allow for smart phone scheduling. If the VVS currently does not have this capability, Vendor shall provide information on its research and development progress.
- 7.15.4.12. Vendor shall indicate what fields are mandatory for visitor registration.
- 7.15.4.13. Vendor shall specify if the VVS has an ID card reader which can read magnetic-stripe or 2-D barcode for any state-issued ID and if the card reader can populate the VVS with name, date of birth address, and ID number of visitor.
- 7.15.4.14. Vendor shall specify if the visitor shall have the capability to login using their unique visitor ID or their email address and password.
- 7.15.4.15. Vendor shall specify if the VVS has a public scheduling module specifically designed for touchscreen lobby kiosks.
- 7.15.4.16. Vendor shall specify if the VVS allows for public and attorney (or other professional) type scheduling available in Spanish.
- 7.15.4.17. Vendor shall specify if the VVS has an optional inmate scheduling capability for inmates to schedule and review schedules from in-pod kiosks.
- 7.15.4.18. Vendor shall specify if the VVS has the capability capture pictures of visitors and their IDs and store them within the application for authenticating visitors during visits.
- 7.15.4.19. Vendor Shall specify if the VVS has the capability to track all inmate housing unit assignments, movements, and releases. Vendor shall specify if the VVS has the capability to automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing units.
- 7.15.4.20. The VVS shall have the capability to automatically cancel all visits associated with an inmate if the inmate gets released.

- 7.15.4.21. Vendor shall provide detailed information on the automatic-scheduler feature for the proposed VVS. Additionally, Vendor shall explain how its system will prevent scheduling conflicts for visitation sessions.
- 7.15.4.22. The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit. VVS shall indicate if it is capable of sending an automated phone message to the general public if a visit is cancelled.
- 7.15.4.23. The VVS shall be capable of requiring the general public of acknowledging and agreeing to terms and conditions associated with CCCSO's visitation policies.
- 7.15.5. Customer Service**
 - 7.15.5.1. The VVS must have the capability to allow for the general public as well as professional visitors to access the VVS through a web based software application. Vendor shall provide detailed information on how Vendor will meet this requirement.
 - 7.15.5.2. Vendor shall specify if it can provide CCCSO with 24x7x365 phone support for the VVS.
 - 7.15.5.3. Vendor shall specify if it can provide customer support services directly to the visitors through integrated live chat functionality built into the visitor registration, scheduling and remote/internet video visitation website, and if email support services are also included.
 - 7.15.5.4. Vendor shall provide customer with software upgrades as they become available. All upgrades must be within 1 release of newest operating system and provided to CCCSO at no additional cost.
 - 7.15.5.5. The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards. Vendor shall specify the compression rate used for the video quality as well as the average file size of a stored video visitation session based on an average visit of thirty (30) minutes.
- 7.15.6. Reporting and Tracking**
 - 7.15.6.1. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - 7.15.6.1.1. Inmate ID number;
 - 7.15.6.1.2. Inmate name;
 - 7.15.6.1.3. Visitor name;
 - 7.15.6.1.4. Date and time of visit;
 - 7.15.6.1.5. Inmate video visitation station; and
 - 7.15.6.1.6. Daily, weekly and monthly visit statistics.
 - 7.15.6.2. Vendor shall specify if the VVS has the capability to provide individual profile pages for each inmate and visitor allowing the CCCSO to:
 - 7.15.6.2.1. Review and edit visitor/inmate general information;
 - 7.15.6.2.2. Review visitation history;
 - 7.15.6.2.3. View and download visitation detail records and recordings;
 - 7.15.6.2.4. Review warrant check results;
 - 7.15.6.2.5. Create, edit, and remove restrictions;
 - 7.15.6.2.6. Create, edit, and remove events;
 - 7.15.6.2.7. Create, edit, and remove approved visitors/inmates.
 - 7.15.6.3. Vendor shall specify if the VVS has the capability to display upcoming and running visit information on one or multiple monitors and/or stations that automatically refresh.
 - 7.15.6.4. Vendor shall specify if the VVS has the capability to allow CCCSO to configure information for display on the visitation stations.
 - 7.15.6.5. Vendor shall specify if the VVS has the capability to display upcoming daily visit information on the inmate station screens, i.e. inmate name, time of visit, etc.
 - 7.15.6.6. Vendor shall specify if the VVS has the capability to allow CCCSO to hide assigned visitor station(s) number until the visitor has checked in.
- 7.15.7. Monitoring and Recording**

- 7.15.7.1. The VVS shall automatically start each video visit at the designated start time without need for officer involvement.
- 7.15.7.2. Vendor shall specify if the VVS has the capability of real time video check-in with audio and video to determine visitor authenticity for all remote video visits.
- 7.15.7.3. Vendor shall specify if the VVS has the capability to allow CCCSO to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visit will count against the inmate's visitation quota.
- 7.15.7.4. Vendor shall specify if the VVS has the capability to allow CCCSO to check in remote video visitors via a video chat between CCCSO and the visitor.
- 7.15.7.5. Vendor shall specify if the VVS has the capability to automatically attempt to reconnect stations if connectivity is lost.
- 7.15.7.6. Vendor shall specify if the VVS has the capability to limit the number of simultaneous remote video visits. The Vendor shall indicate the maximum number of simultaneous visits the VVS is capable of.
- 7.15.7.7. Vendor shall specify if the VVS can allow the following:
 - 7.15.7.7.1. Stop, pause and restart any running visit;
 - 7.15.7.7.2. Allow CCCSO to enter comments or add notes to a visit;
 - 7.15.7.7.3. Allow for station reassignment during any running visit;
 - 7.15.7.7.4. Allow for visitation time extension during any running visit;
 - 7.15.7.7.5. Allow CCCSO to customize the number of visits per screen and the page rotation duration;
- 7.15.7.8. Vendor shall specify if the VVS can display an onscreen countdown clock timer on the inmate and visitor stations.
- 7.15.7.9. Vendor shall specify if the VVS has the capability to display "picture-in-picture" on the inmate and visitor stations.
- 7.15.7.10. Vendor shall specify if the VVS has the capability to allow CCCSO to set up automated email notification of visits to notify staff and investigators of visits for a particular inmate or visitor.
- 7.15.7.11. Vendor shall specify if the VVS has the capability to ensure attorney or other professional-type visits will not be recorded or monitored.
- 7.15.7.12. Vendor shall specify if the VVS has the capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.
- 7.15.7.13. The VVS shall have the capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.
- 7.15.7.14. Vendor shall specify if the VVS has an audit trail and the capability to track users who have viewed and/or downloaded the recording files(s).
- 7.15.8. **Interface and Storage**
 - 7.15.8.1. The VVS will need to interface with CCCSO's JMS and/or ITS, at no cost to CCCSO. CCCSO will notify Vendor when the awarded Vendor must begin working with CCCSO's JMS provider for VVS. CCCSO will not be responsible for paying any amount(s) associated with the required interface(s).
 - 7.15.8.2. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
 - 7.15.8.2.1. Identification number;
 - 7.15.8.2.2. Name;
 - 7.15.8.2.3. Date of birth;
 - 7.15.8.2.4. Social security number;
 - 7.15.8.2.5. Gender;
 - 7.15.8.2.6. Ethnicity;
 - 7.15.8.2.7. Driver's license number;
 - 7.15.8.2.8. Inmate visited;
 - 7.15.8.2.9. Relationship to inmate;
 - 7.15.8.2.10. Date of last visit;

- 7.15.8.2.11. Home address (physical address); and
- 7.15.8.2.12. Telephone number.
- 7.15.8.2.13. Vendor must identify its storage capabilities for all video visitation visits, reports and data online as well as archived processes. CCCSO prefers to retain 90 days of video visitation sessions online.
- 7.15.8.3. The VVS shall be capable of taking an individual station out of service without affecting other stations. The VVS must be able to shut down the VVS quickly and selectively. CCCSO must be able to shut down the VVS via a workstation, the VVS user application and/or by cut-off switches at several locations including, but not limited to:
 - 7.15.8.3.1. At demarcation location—total facility visitation stations;
 - 7.15.8.3.2. By central control center—select visitation stations; and
 - 7.15.8.3.3. By select housing units—control center.
- 7.15.8.4. The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per day, week or month.
- 7.15.8.5. The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.
- 7.15.8.6. Vendor must indicate any environmental conditions required for the proposed controlling equipment.
- 7.15.8.7. The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS must have the capability to exclude those sessions.
- 7.15.8.8. The VVS must allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
- 7.15.8.9. The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 7.15.8.10. The VVS must all allow each facility to establish an approved visitor list by inmate.
- 7.15.8.11. The VVS must be capable of showing real time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
 - 7.15.8.11.1. Set user ID;
 - 7.15.8.11.2. Set password;
 - 7.15.8.11.3. Set classification roles and associated tasks;
 - 7.15.8.11.4. Capture the user's first, middle and last name;
 - 7.15.8.11.5. Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
 - 7.15.8.11.6. Allow for live monitoring of all visits simultaneously (excluding attorney visits);
 - 7.15.8.11.7. Manually terminate sessions;
 - 7.15.8.11.8. Report status of all video visitation stations (whether idle or offline); and
 - 7.15.8.11.9. Configure the type of video visitation station to which an inmate has access.
- 7.15.8.12. Vendor must provide detail on whether the proposed VVS has the capability to copy the recorded sessions to a DVD or other storage media.
- 7.15.8.13. Vendor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow CCCSO the same features and functionalities, permitted by the user's level of access, available on the control workstation.

- 7.15.8.14. Vendor must provide specific power requirements, if any, needed for VVS. Vendor shall be responsible for all costs associated with any additional wiring needed by CCCSO to ensure the power requirements are met for the VVS.
- 7.15.8.15. Vendor must provide an uninterrupted power supply source to ensure there is no loss of recorded sessions or real time data in the event of a power failure.

7.15.9. Billing

- 7.15.9.1. The VVS shall have the capability to charge for visits when an inmate has exceeded his/her established free visit onsite visit quota, if applicable;
- 7.15.9.2. Vendor shall specify if the VVS has the capability to:
 - 7.15.9.2.1. Differentiate between professional visitors (i.e. public defenders vs. attorneys);
 - 7.15.9.2.2. Allow for free visits for a particular visitor (i.e. public defenders);
 - 7.15.9.2.3. Allow visitation charges to be charged per minute or per visit;
 - 7.15.9.2.4. Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits;
 - 7.15.9.2.5. Automatically refund a visitor for a charged visit that has been cancelled as a result of:
 - 7.15.9.2.5.1. Inmate release;
 - 7.15.9.2.5.2. Inmate transfer;
 - 7.15.9.2.5.3. CCCSO imposed restriction;
 - 7.15.9.2.5.4. Station unavailability ;
 - 7.15.9.2.5.5. CCCSO event (example: weather closure, module or building lockdown).
- 7.15.9.3. Vendor shall specify if the VVS has the capability to allow authorized CCCSO staff to override or refund visitation charges.
- 7.15.9.4. Vendor shall specify if the VVS has the capability to show a successful visit occurred.
- 7.15.9.5. Vendor shall refund all visitation charges if visitation is dropped due to vendor network issues.
- 7.15.9.6. Vendor shall provide internet test capability to incoming remote video visitors.
- 7.15.9.7. Vendor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

7.15.10. Maintenance

- 7.15.10.1. The VVS should include a Maintenance Agreement which includes descriptions and pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.
- 7.15.10.2. The written maintenance agreement will need to address the following, at a minimum:
 - 7.15.10.2.1. Defective parts;
 - 7.15.10.2.2. Software upgrades and patches;
 - 7.15.10.2.3. Technical telephone support;
 - 7.15.10.2.4. Location of Vendor's support center;
 - 7.15.10.2.5. Name and contact information for Vendor's support personnel;
 - 7.15.10.2.6. Source for hardware parts and estimated delivery/availability for hardware parts;
 - 7.15.10.2.7. Support levels and escalation process; and
 - 7.15.10.2.8. Hours of availability.

7.16. Kiosk

- 7.16.1. CCCSO requires a payment solution via a touch screen kiosk at the Facilities at no cost to CCCSO. Kiosk services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account. Vendor shall:
 - 7.16.1.1. Detail all fees or surcharges applicable to end users utilizing such kiosks.
 - 7.16.1.2. Indicate the commission structure based on Gross Revenues generated by the kiosks.

- 7.16.1.3. Indicate which commissary providers Vendor can work with in providing a global solution for managing inmate funds and how CCCSO will interact with this process. CCCSO currently uses Trinity as their commissary provider.

7.17. Additional Technology

- 7.17.1. CCCSO is interested in implementing voice biometric technology with PINs. Vendor must provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate's voice. Vendor shall specify all costs and fees associated with this technology. This feature must be an integrated part of the ITS and must include analytical tools and reporting. CCCSO will not be a "beta test site" for unproven technology. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months.
- 7.17.2. CCCSO requires Vendor's ITS to include implementing additional technology or optional features that may be of interest to CCCSO (i.e. Cell Phone Detection, Word Recognition, Inmate Trust Account Deposit Processing, Analytical and/or Forensic Exchange Tools, etc.). Provide detailed information on the functionalities as well as a complete description of the features and application proposed. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months.
- 7.17.2.1. Detail any fees or charges and/or commission associated with these additional technologies or optional features offered/proposed.

8. APPENDIX A – FACILITY SPECIFICATIONS

Martinez Detention Facility

1000 Ward Street

Martinez, CA 94553

CCCSO presently operates its' Martinez Detention Facility with an average daily population of 620 county inmates.

MARTINEZ DETENTION FACILITY SPECIFICATIONS	
ADP:	620
Number of Beds:	695
Call Time Limit:	30 minutes
Hours of Availability for Inmate Telephones:	6:00am – 12:00am
# of Inmate Telephones Currently:	108
# of Inmate Telephones Desired:	108
Required Inmate Telephone Cord Length:	18"
Portable/Cart Phones Required:	2
Workstations Required:	3
District Attorney's Office Workstations Required:	1
Field Operations Bureau – Investigations Workstations Required:	1
Video Visitation Station Required (Inmate):	26
Video Visitation Stations Required (Public/Lobby):	8
Video Visitation Stations Required (Attorney):	2
Video Visitation Monitoring Stations Required:	11
Public Pay Telephones Required:	3
Pro-Per Telephones Required:	10
TDD Telephones Required:	2
Public Kiosks Required:	2

MARTINEZ DETENTION FACILITY AVERAGE MONTHLY STATISTICS BASED ON 6 MONTHS OF DATA				
CALL TYPE	COLLECT		PRE-PAID COLLECT	
	# Calls	# Minutes	# Calls	# Minutes
Local	219	1,341	2,737	40,173
INTRAlata/INTRAsate	269	1,763	6,286	93,218
INTERlata/INTRAsate	22	136	253	2,979
INTERlata/INTERsate	6	68	135	1,105
International	0	0	1	8

West County Detention Facility

5555 Giant Highway
Richmond, CA 94806

CCCSO presently operates its' West County Detention Facility with an average daily population of 750 inmates. Participants include approximately 150 ICE detainees.

WEST COUNTY DETENTION FACILITY SPECIFICATIONS	
ADP:	750
Number of Beds:	1,096
Call Time Limit:	120 minutes
Hours of Availability for Inmate Telephones:	5:00am – 11:30pm
# of Inmate Telephones Currently:	171
# of Inmate Telephones Desired:	171
Required Inmate Telephone Cord Length:	18"
Portable/Cart Phones Required:	1
Workstations Required:	2
Video Visitation Stations Required (Inmate):	21
Video Visitation Stations Required (Public/Lobby):	5
Video Visitation Station Required (Attorney):	1
Video Visitation Monitoring Stations Required:	11
Public Pay Telephones Required:	3
Pro-Per Telephones Required:	5
TDD Telephones Required:	2
Public Kiosks Required:	2

WEST COUNTY DETENTION FACILITY AVERAGE MONTHLY STATISTICS BASED ON 6 MONTHS OF DATA				
CALL TYPE	COLLECT		PRE-PAID COLLECT	
	# Calls	# Minutes	# Calls	# Minutes
Local	676	4,414	4,443	74,635
INTRAlata/INTRAsate	377	2,533	8,176	125,598
INTERlata/INTRAsate	64	623	859	11,021
INTERlata/INTERsate	9	127	228	2,104
International	0	3	5	51

Marsh Creek Detention Facility

12000 Marsh Creek Road
Clayton, CA 94517

CCCSO presently operates its' Marsh Creek Detention Facility with an average daily population of 65 inmates. This is a minimum-security facility which houses sentenced inmates.

MARSH CREEK DETENTION FACILITY SPECIFICATIONS	
ADP:	65
Number of Beds:	128
Call Time Limit:	120 minutes
Hours of Availability for Inmate Telephones:	7:00am – 12:00am
# of Inmate Telephones Currently:	24
# of Inmate Telephones Desired:	24
Required Inmate Telephone Cord Length:	18"
Portable/Cart Phones Required:	1
Workstations Required:	1
Video Visitation Stations Required (Inmate):	2
Video Visitation Monitoring Stations Required:	2
Public Pay Telephones Required:	2
Pro-Per Telephones Required:	0
TDD Telephones Required:	0
Public Kiosks Required:	0

MARSH CREEK DETENTION FACILITY AVERAGE MONTHLY STATISTICS BASED ON 6 MONTHS OF DATA				
CALL TYPE	COLLECT		PRE-PAID COLLECT	
	# Calls	# Minutes	# Calls	# Minutes
Local	12	83	665	8,268
INTRAlata/INTRAsate	17	108	892	12,164
INTERlata/INTRAsate	2	16	56	471
INTERlata/INTERsate	7	121	25	146
International	0	0	0	0

9. APPENDIX B – CALLING RATES and COMMISSIONS

In a separate and sealed envelope, Vendor shall propose a commission offer for the Facility(s) on the calling rates listed below as **Option #1**. The current calling rates are also being provided for informational purposes only. Vendor must detail all additional charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls as well as the set up fees, depositing fees, refund fees, etc. Please specify any and all applicable fees. **CCCSO's goal is to minimize fees charged to inmates and end-users.** Failure to complete **Appendix B** may cause Vendor's proposal to be rejected.

CURRENT COLLECT/PRE-PAID COLLECT CALLING RATES Martinez, West County, and Marsh Creek Detention Facilities

CALL TYPE	DAY			EVENING			NIGHT/WEEKEND		
	Surcharge	Initial Minute	Add'l Minutes	Surcharge	Initial Minute	Add'l Minutes	Surcharge	Initial Minute	Add'l Minutes
Local	\$2.60	\$0.13	\$0.07	\$2.60	\$0.10	\$0.05	\$2.60	\$0.06	\$0.05
INTRAlata/INTRAsate	\$2.60	\$0.07	\$0.11	\$2.60	\$0.14	\$0.10	\$2.60	\$0.10	\$0.08
INTERlata/INTRAsate	\$3.00	\$0.25	\$0.25	\$3.00	\$0.25	\$0.25	\$3.00	\$0.25	\$0.25
INTERlata/INTERstate - Collect	\$0.00	\$0.25	\$0.25	\$0.00	\$0.25	\$0.25	\$0.00	\$0.25	\$0.25
INTERlata/INTERstate – Pre-paid Collect and Debit	\$0.00	\$0.21	\$0.21	\$0.00	\$0.21	\$0.21	\$0.00	\$0.21	\$0.21
International									

OPTION #1 –COLLECT/PRE-PAID COLLECT CALLING RATES Martinez, West County, and Marsh Creek Detention Facilities

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$2.60	\$0.08	\$2.60	\$0.08	\$2.60	\$0.08
INTRAlata/INTRAsate	\$2.60	\$0.10	\$2.60	\$0.10	\$2.60	\$0.10
INTERlata/INTRAsate	\$3.00	\$0.25	\$3.00	\$0.25	\$3.00	\$0.25
INTERlata/INTERstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International						
Collect Billing Fee:	\$2.49		\$0.00		\$0.00	
Pre-Paid Collect Fees:	\$0.00		\$6.95		\$0.00	
Vendor's Proposed Commission Rate (%):	%		%		%	

All calling rates and fee requirements for collect, pre-paid collect, debit and pre-paid calling cards charged by the Vendor to the calling or called party shall comply with the rate caps set forth by the FCC throughout the term of the Agreement. If the FCC issues regulations which mandate a change in the calling rates (individually or collectively, "Regulations"), Vendor shall be required to comply with any and all such changes. If this occurs, and such Regulations are applicable to the Agreement, Vendor shall be required to decrease the affected calling rates in accordance with the time period required by such Regulations.

CHARGE/FEE NAME	DESCRIPTION	AMOUNT
Pre-Paid Collect Fee	Amount imposed on called parties who fund a pre-paid collect account with Vendor to accept calls from the Facility(s).	\$6.95
Billing Statement Fee	Tariffed fee by Vendor and charged monthly to called parties for processing a collect call on a LEC telephone bill.	\$2.49
Federal Universal Service Fund (USF)	Universal Service Fund is changed quarterly by the FCC	16.4%

FINANCIAL INCENTIVE: \$ _____ MAG/MMG PAYMENT: \$ _____

Vendor shall define any and all fees for video visitation sessions charged to the general public as well as the inmate in the chart provided below:

VVS PRICING PER SESSION	GENERAL PUBLIC FEES	INMATE FEES
0-30 Minutes	\$ _____	\$ _____
Each Additional 30 Minute Video Visitation Session	\$ _____	\$ _____

Vendor shall provide a revenue sharing option for CCCSO based on all video visitation visits processed by and through the Vendor's VVS. Such revenue sharing option shall include offsetting any and all costs identified above, if applicable.

VVS REVENUE SHARING PROPOSAL: \$ _____

APPENDIX B (continued)

**OPTION #2 –PROPOSED CALLING RATES
Martinez, West County, and Marsh Creek Detention Facilities**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
Interlata/Interstate						
International						
Collect Billing Fee:						
Pre-Paid Collect Fees:						
Vendor's Proposed Commission Rate (%):		%		%		%

CHARGE/FEE NAME	DESCRIPTION	AMOUNT

FINANCIAL INCENTIVE: \$ _____ **MAG/MMG PAYMENT: \$** _____

Vendor shall define any and all fees for video visitation sessions charged to the general public as well as the inmate in the chart provided below:

VVS PRICING PER SESSION	GENERAL PUBLIC FEES	INMATE FEES

Vendor shall provide a revenue sharing option for CCCSO based on all video visitation visits processed by and through the Vendor's VVS. Such revenue sharing option shall include offsetting any and all costs identified above, if applicable.

VVS REVENUE SHARING PROPOSAL: \$ _____

FAILURE TO SIGN BELOW WILL DISQUALIFY VENDOR'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

VENDOR NAME:

AUTHORIZED REPRESENTATIVE:

SIGNATURE:

DATE:

10. APPENDIX C – SITE EVALUATION REGISTRATION FORM

This site evaluation registration Form must be completed and returned to the RFP contact specified in **Section 2.5 – Questions or Comments** on or before the date specified in the Schedule of Events. The Facility(s) will provide an escort.

Provide the following information for the Vendor Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events. Each Vendor will be limited to 3 representatives at the site evaluation. Each attendee must provide required facility clearance information upon request.

CONTRA COSTA COUNTY SHERIFF'S OFFICE

Vendor Name:	
Address:	
Main Contact Phone Number:	

Attendee Name:	
Attendee Title:	
Attendee Office Contact Number:	
Attendee Mobile Contact Number:	
Attendee Email Address:	

Attendee Name:	
Attendee Title:	
Attendee Office Contact Number:	
Attendee Mobile Contact Number:	
Attendee Email Address:	