DELEGATION OF AUTHORITY COVER SHEET

TO BE COMPLETED BY DEPARTMENT/AGENCY

Department Submitting: Information Services Department

Fiscal Year: 2012

Board Meeting Date and Agenda Item # when Delegation of Authority was approved: 9/28/10, CE02 092810

Contractor’s Name: Kathryn Evans

Amount of contract is? $93,500

What is the maximum amount of the Delegation of Authority? $1,000,000

What is the end date of the Delegation? 12/31/12

How much has been approved by Contract(s) to date? $166,657.90

(Add up the total amount of all contracts under this Delegation)

Is the insurance requirement current on the online Insurance Compliance System? Yes □ No ☒

If no, please explain Dependent Contractor

A copy of the Executive Summary on the selection process is attached ☒ Yes

Contact Name: Lyn Thiessen

Contact Number: 918-7125

Processing Requirements (Specific instructions to the OBA Analyst for distribution of approved copies):

Date Needed: ________________ Comments: ________________________________

TO BE COMPLETED BY COUNTY COUNSEL, OBA ANALYST, AND OFFICE OF THE COUNTY EXECUTIVE:

Approved by County Counsel for form and legality Yes ☒ No □

Recommended for Approval by OBA Yes □ No ☒

Approved by Office of the County Executive Yes ☒ No □

County Counsel Comments: ______________________________________________________

OBA Comments: ________________________________________________________________

Office of the County Executive Comments: __________________________________________

Upon execution of agreement, forward a copy and any subsequent amendment(s) to: delegations@coh.seccgov.org, together with the delegation of authority transmittal. Department retains original copy of agreement on file.

Last updated: April 2008
Agreement between the County of Santa Clara and Kathryn Evans for Consulting Services for Law & Justice Systems Roadmap Project

SECTION I: GENERAL INFORMATION

Date: November 1, 2011

Agency/Department Name: Information Services

Brief Description of Services: Provide consulting services including business analysis, business rule development, documentation facilitation and user requirements coordination for the Law & Justice Systems Roadmap Project.

Maximum Financial Obligation: $93,500

Term of Agreement: Start Date: December 8, 2011 End Date: December 31, 2012

For County Use Only - SAP

<table>
<thead>
<tr>
<th>Line 1</th>
<th>FY12</th>
<th>555,000</th>
<th>2621</th>
<th>$42,500</th>
<th>5S14511COP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 2</td>
<td>FY13</td>
<td>560,000</td>
<td>2621</td>
<td>$51,000</td>
<td>5S14511COP</td>
</tr>
</tbody>
</table>

SECTION II: PARTIES TO AGREEMENT

<table>
<thead>
<tr>
<th>CONTROLLER</th>
<th>COUNTY of SANTA CLARA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Kathryn Evans</td>
</tr>
<tr>
<td>Address:</td>
<td>1555 Berger Drive</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>San Jose, CA 95112</td>
</tr>
<tr>
<td>Telephone:</td>
<td>408-918-7125</td>
</tr>
<tr>
<td>Fax:</td>
<td>408-283-9294</td>
</tr>
<tr>
<td>Fiscal Contact:</td>
<td>Doreen Volcere 408-918-4761</td>
</tr>
</tbody>
</table>

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

SIGNATURES

Contract is not valid until signed by Contractor and Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Date: 12/7/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency/Department Manager:</td>
<td>Date: 12/7/11</td>
</tr>
<tr>
<td>Agency/Department Fiscal Officer:</td>
<td>Date: 12/7/11</td>
</tr>
<tr>
<td>County Counsel:</td>
<td>Date: 12/7/11</td>
</tr>
<tr>
<td>Office of the County Executive:</td>
<td>Date: 12/9/11</td>
</tr>
</tbody>
</table>
Agreement between the County of Santa Clara and Kathryn Evans for Consulting Services for Law & Justice Systems Roadmap Project

Is Contractor a government entity, corporation, nonprofit organization or school district?

☐ YES - This is an Independent Contractor. Proceed to Section V

☒ NO - Complete the Questionnaire (For help with the Questionnaire, visit www.cba)

Questionnaire to be Completed by Contracting Department to Determine Dependent or Independent Status of Contractor

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2 Training: Will the County instruct the contractor on how to do the job or pay for external training?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3 Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4 Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5 Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions—answer YES. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before - The work being performed is one-time only and is specific to the Law &amp; Justice Systems Roadmap Project.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6 Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? County does not prevent Contractor from performing services for others; County work will not require full 40 hours/week.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7 Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box &quot;NO&quot;. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Bus Lic. # ______________________ Issued by: ______________________</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>8 Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer &quot;NO&quot; to this question.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9 Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

☐ If at least 5 of the above questions were answered "NO". Contractor is an Independent Contractor.

☒ If 5 or more of the above questions were answered "YES". Contractor is a Dependent Contractor, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.cba for more information regarding Dependent Contractor's. County Insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority based on a change of tax withholding and benefit status.

Contractor's Initials: ___________________________ Reviewed and signed off by Dept. Fiscal Officer: ___________________________
SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—"Attachment A". If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

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

Provide consulting services to assist in the Law & Justice Systems Roadmap (LJSR) Project. Specifically:

- Perform consulting analysis on complex law & justice business processes, to aid in improving information across agencies and jurisdictions.
- Facilitate business rule development to assist with automation of information/data exchanges between law and justice and first responder/public safety agencies.
- Develop/Review/Finalize detailed documentation on LJSR recommendations, tactical and strategic plans, and next steps for improving information sharing and migrating legacy information systems in the County.
- Work with subject matter experts and key system users from all law and justice and public safety agencies in the County to test and implement business, operational and technical improvements.
- Additional work may be performed under this contract on project/initiatives related to the deliverables and milestones outlined below. Additional work on other projects will be funded through other sources.

Or ☐ See Attachment Exhibit A attached hereto and incorporated herein by this reference

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable/Milestone Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legacy information systems redesign / replacement plan</td>
<td>December 31, 2012</td>
</tr>
<tr>
<td>2</td>
<td>Review and Update opportunities for improved information sharing</td>
<td>March 31, 2012</td>
</tr>
<tr>
<td>3</td>
<td>Business / Functional requirements for selected as LJSR pilot projects</td>
<td>March 31, 2012</td>
</tr>
<tr>
<td>4</td>
<td>Business rule development for automated/improved information exchanges</td>
<td>June 30, 2012</td>
</tr>
<tr>
<td>5</td>
<td>Law &amp; Justice Systems Roadmap documentation</td>
<td>June 30, 2012</td>
</tr>
<tr>
<td>6</td>
<td>Strategic &amp; tactical plans for implementing LJSR recommendations</td>
<td>September 30, 2012</td>
</tr>
<tr>
<td>7</td>
<td>Test &amp; implement business, operational and technical improvements</td>
<td>December 31, 2012</td>
</tr>
</tbody>
</table>

Or ☐ See Attachment Exhibit A attached hereto and incorporated herein by this reference

C. PERFORMANCE STANDARDS

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables

The requested services will include planning, presentations, document creation and editing to communicate business processes and technical specifications clearly and effectively to a wide range of audiences and making recommendations that meet enterprise business objectives. The contractor will produce bi-weekly status report for the Application Services Division Manager, ISD.

The contractor will employ best practices in the preparation and editing of business process and technical documentation for publication; communicate clearly and effectively to a wide range of audiences orally and in writing; validate completeness and accuracy of business requirements documentation prepared by individual project team members, and perform a variety of tasks relating to program management and project management, business analysis, process reengineering/enhancements, solution identification, and information sharing. County shall own all outcomes and deliverables prepared in connection with this Agreement.
D. PAYMENT SCHEDULE

The maximum financial obligation is $93,500, which represents 1,100 hours at the rate of $85.00/hour. Contractor shall submit bi-weekly detailed timesheets using the Information Services timekeeping system to be approved by the County Application Services Division Manager. Payment is due 30 days following receipt of Contractor's invoice, and approval by County Application Services Division Manager.

County shall not pay for Contractor’s travel costs and expenses. County shall not pay late fees.

Or See Attachment Exhibit A attached hereto and incorporated herein by this reference

SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT
This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. CONFLICTS OF INTEREST
In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

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

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

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

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

G. NON-DISCRIMINATION

□ Standard Non-Discrimination Language
Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this
Agreement between the County of Santa Clara and Kathryn Evans for Consulting Services for Law & Justice Systems Roadmap Project

contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

-- OR --

☐ Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

H. TERMINATION

☒ Standard Termination Language

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

-- OR --

☐ Alternate Termination Language Attached (Requires County Counsel Approval). Any alternate termination language must include the following budgetary contingency provision: This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

I. INTELLECTUAL PROPERTY, INDEMNITY CLAUSE, AND BUDGETARY CONTINGENCY

i. INTELLECTUAL PROPERTY INDEMNITY: Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

ii. INDEMNITY: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

iii. INTELLECTUAL PROPERTY RIGHTS: The County will own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any deliverables created by Contractor during the performance of the Services that are specifically identified in this Agreement and in attached Statements of Work. Deliverables excludes any Contractor Intellectual Property. Contractor will own right, title, and interest in all Contractor Intellectual Property. To the extent the Deliverables contain or include any Contractor Intellectual Property, Contractor hereby grants to the County a perpetual, revocable, worldwide, royalty-free, non-exclusive, limited, right and license to use, execute or copy, the Contractor Intellectual Property solely for its internal business purposes and solely in connection with the Services or Deliverables. For purposes of this Agreement, the term "Contractor Intellectual Property" means, collectively, (i) all Pre-Existing Works, which shall mean all work product created, conceived, developed or first reduced to practice by Contractor, either solely or in collaboration with others, prior to Contractor’s delivery of the Services including, without limitation, designs, inventions, improvements, processes, computer programs, software, source code, object code, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, presentations and analyses, (ii) all Derivative Works, which shall mean a work which is based upon or related to one or more Pre-Existing Works such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such Pre-Existing works may be recast, transformed, or adapted, whether that work stands alone or is combined with other works and which may include processes, methods and procedures, (iii) methodologies, concepts, know-how and techniques utilized to produce the Deliverables (and any improvements or modifications thereto developed in the course of providing the Services) and any ideas, concepts, text, formats and industry best practices which are of a generally applicable nature and do not include or reference the Confidential Information of the County, and (iv) all Documentation, which shall mean user manuals and other written materials that relate to the Intellectual Property or to the Services provided hereunder.

Page 5 of 10 – Effective May 2011
Agreement between the County of Santa Clara
and Kathryn Evans for Consulting Services for
Law & Justice Systems Roadmap Project

iv. BUDGETARY CONTINGENCY: Performance and/or payment by the County pursuant to this Agreement are contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

v. COUNTY DATA:
1. "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.
2. Contractor shall not, without County’s written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.
3. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor’s sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor’s compliance with the obligations set forth in this section.

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

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts
If contractor’s cumulative total of contracts with the County exceeds $100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

☑ Contractor has no other current County contracts for same or similar services
☐ Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

<table>
<thead>
<tr>
<th>Agency/Dept/Division</th>
<th>Type of Service</th>
<th>Current Fiscal Year Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total of all Current Fiscal Year Contracts</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Or ☐ See Attachment_____

B. CONTRACTOR SELF-DECLARATION

☑ TYPE I CONTRACT

☒ Contractor declares that this is a Type I service contract under the Board of Supervisor’s Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: Section II C, 3. & 7.
Explanation: Contractor is an individual with no employees, contract is for less than $100,000

Page 6 of 10 – Effective May 2011
TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the County's intended action.

-- OR --

TYPE II CONTRACT

☐ Contractor declares that this is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.

b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.

c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.

d. Contractor shall provide to the County Department/Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.

e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.

f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
Agreement between the County of Santa Clara and Kathryn Evans for Consulting Services for Law & Justice Systems Roadmap Project

As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection [substitute "renewal," "extension," or "amendment" as appropriate] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County's intended action.

SECTION VIII: INSURANCE / INDEMNIFICATION

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

A. TYPE OF INSURANCE LANGUAGE

☐ The following standard insurance and indemnification language is attached and incorporated into this agreement:

- B-2 Standard Service Contracts Above $100,000
- B-2A Standard Service Contracts Between $50,001 and $100,000
- B-2B Standard Service Contracts Between $10,001 and $50,000
- B-2C Standard Service Contracts Up To $10,000
- B-2D Environmental Services Contracts
- B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- B-3A Architects and Engineers Service Contracts
- B-9 Part-time Trainer Contracts up to $50,000

☐ Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<table>
<thead>
<tr>
<th>1. Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Agreement between the County of Santa Clara and Kathryn Evans for Consulting Services for Law & Justice Systems Roadmap Project

4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

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

SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS
(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

☐ A. Federal Required Language Attached:
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Contractor shall comply with Exhibit A, which sets forth certain requirements pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

☐ B. State Required Language Attached (optional)
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)
If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor’s terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

☒ Exhibit Name(s) Business Associate Agreement-Exhibit A

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

☒ Statement of Economic Interest, FORM 700
If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract’s effective date of December 8, 2011. Contractor must submit Form 700 by December 16, 2011 to the Department’s Contract Monitor. Department’s Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by December 23, 2011.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA
Agreement between the County of Santa Clara and Kathryn Evans for Consulting Services for Law & Justice Systems Roadmap Project

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

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, County of Santa Clara ("County" or "Covered Entity") is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information (" PHI") to Kathryn Evans "Business Associate" pursuant to the terms of the Agreement and this Business Associate Agreement ("BAA"); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable law; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to the BAA, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. ("HIPAA") and the implementing regulations and with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

Privacy Breach Any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

Business Associate is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

Amendment
Kathryn Evans
08/31/10

Exhibit A
Standard Business Associate Agreement Language
Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103].

Protected Information shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

II. Duties & Responsibilities of Business Associate

a. Permitted Uses. Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and the BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate’s obligations under the Agreement and as permitted under the Agreement and the BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information within 10 calendar days of discovery, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

d. **Appropriate Safeguards.** Business Associate shall implement appropriate administrative, technological and physical safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement and the BAA that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing any access, use or disclosure of Protected Information not permitted by the Agreement and BAA, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. All reports to Covered Entity pursuant to this section shall be sent to the Covered Entity Compliance Officer by facsimile and U.S. mail using the following contact information:
Compliance & Privacy Officer
Santa Clara Valley Health & Hospital System
2325 Enborg Lane, Suite 360
San Jose, CA 95128
Facsimile (408) 885-6886
Telephone (408) 885-3794

The breach notice must contain: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known, (2) the location of the breached information; (3) a description of the types of PHI that were involved in the breach, (4) safeguards in place prior to the breach; (5) Actions taken in response to the breach; (3) any steps individuals should take to protect themselves from potential harm resulting from the breach, (4) a brief description of what the business associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches, and (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address. [45 C.F.R Section 164.410] Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e) (2) (ii) (D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e) (1)).

g. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e) (2) (ii) (E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Electronic PHI.** If Business Associate receives, creates, transmits or maintains EPHI on behalf of Covered Entity, Business Associate will, in addition, do the following:

   (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(e) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of Covered Entity.

Amendment
Kathryn Evans _______________________________ 4
06/31/10

Exhibit A
Standard Business Associate Agreement Language
(2) Document and keep these security measures current and available for inspection by Covered Entity.

(3) Ensure that any agent, including a subcontractor, to whom the Business Associate provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.

(4) Report to the Covered Entity any Security Incident of which it becomes aware. For the purposes of this BAA and the Agreement, Security Incident means, as set forth in 45 C.F.R section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."

i. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to the County for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

j. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which Covered Entity is required to account to an individual, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, and the HITECH Act, as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an electronic health record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity’s responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement, including this BAA.

k. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered
Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

1. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

m. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.

n. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity’s (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights under the Agreement or BAA. Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

III. Termination

a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal
proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of the BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e) (ii) (2)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

IV. General Provisions

a. **Indemnification.** In addition to the indemnification language in the Agreement, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the County for any breach of Business Associate’s privacy or security obligations under the Agreement, including any fines and assessments that may be made against SCVHHS or the Business Associate for any privacy breaches or late reporting.

b. **Disclaimer.** The County makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate’s own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

c. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement and/or BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information.

Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. The County may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or BAA when requested by the County pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or BAA.
providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

d. **Assistance in Litigation of Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

e. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Effect on Agreement.** Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

g. **Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. The BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

h. **Survivorship.** The respective rights and responsibilities of Business Associate related to the handling of PHI survive termination of this Agreement.
County of Santa Clara
Office of the Chief Information Officer

DATE: September 28, 2010

TO: Board of Supervisors

FROM: Joyce Wing
Chief Information Officer

SUBJECT: Delegation of Authority to Accept COPS Grant for the Law and Justice System Roadmap Project

RECOMMENDED ACTION
Consider recommendations relating to grant funding from the U.S. Department of Justice, Office of Community Oriented Policing Services.

Possible actions:

a. Approve grant award for the Law and Justice Systems Roadmap Project (LJSR) in the Information Services Department (ISD) in the amount of $11,000,000 from the U.S. Department of Justice Office of Community Oriented Policing Services (COPS).
b. Approve delegation of authority to the Chief Information Officer, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to COPS funding of $1,000,000 for period September 28, 2010 through December 31, 2012, following approval by County Counsel as to form and legality and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2012.

c. Approve request for Appropriation Modification No. 051 - $1,000,000 increasing revenue and expenditure in the Information Services Department. (4/5 Roll Call Vote)

**FISCAL IMPLICATIONS**
There is no negative impact to the General Fund with approval of the recommended actions.

**REASONS FOR RECOMMENDATION**
The Law and Justice System Roadmap Project (LJSR) is in its third year, with an estimated completion date of June 30, 2011. Funds from this grant will be used to complete the initial project and to implement several information technology initiatives for the law and justice community in Santa Clara County.

The LJSR project has five key outcomes that meet the objectives of the project outlined in the Background section below. The grant funding will be used to complete these five outcomes:

1. As part of the LJSR project, ISD staff, in conjunction with agency personnel and retiree subject matter experts, have documented all business process flows in criminal justice agencies in the County and local law enforcement agencies. Numerous opportunities for business process improvements were recognized as a result of this exercise, with some of these opportunities being classified as ‘quick wins’ that can be implemented with a minimal amount of time and funding. Some of the grant funds will be used to realize these quick wins, and other funding will be used to further plan for longer-term improvements.

2. A portal is currently being developed using a standard countywide technology that will form the basis for information and document sharing for the law and justice community. Additional software licenses will need to be purchased for this portal and training will be required for all users.

3. Currently, ISD provides numerous training courses for users of the Criminal Justice Information Control (CJIC) and the Juvenile Records System (JRS). Several significant benefits could be realized by all law and justice agencies if this training could be provided on-line. Training and staff costs would be reduced and staff would not have to travel to attend training classes, improving productivity. A portion of the grant funds will be used
to research on-line training products and to develop and test one on-line training class.

4. Extensive research has been performed over the past two years on the supportability and sustainability of the current legacy information systems (in particular CJIC) residing on the mainframe at ISD. A draft plan has been developed which outlines the next steps in migrating from this older, costly technology to a newer, more flexible and less expensive architecture, while still maintaining the security and functionality required by CJIC users. A portion of the grant funds will be used to finalize this plan and to implement several key initiatives such as transformation of data to comply with national standards, developing new information exchanges with external systems, and enhancing the current application with new functionality.

5. The LSJR project pointed out the necessity of improving enterprise business analytics and reporting for the law and justice community. A portion of the grant funding will be used to develop detailed requirements, select a software tool, and test new reports using cross-agency data.

BACKGROUND

With the assistance of the SCC Department of Correction, Congressman Mike Honda, Congresswoman Zoe Lofgren, and Senator Dianne Feinstein, ISD submitted, and was awarded, $1M in funding for the Law and Justice Systems Roadmap (LSJR) Project in 2009. It is anticipated that this funding will become available by the end of calendar year 2010.

The LSJR Project began in November 2008, and significant progress has been made to date. The focus of this project is on information technology and how it can be leveraged to meet the needs of the law and justice community. The objectives of the project include the following:

- Determining opportunities for information sharing and collaboration among agencies;
- Recommending business process improvements;
- Studying unmet technology needs;
- Assessing technical options available for maintaining or redesigning legacy systems, including the CJIC application;
- Planning for enhanced analytical reporting tools;
- Implementing quick win projects to streamline processes and provide cost savings; and
- Preparing cost/benefit analyses and timelines for all recommended enhancements to law and justice systems.

CONSEQUENCES OF NEGATIVE ACTION
If this action is not approved, ISD will not be able to accept this federal grant award, which will result in the LSJR project coming to an end without having been completed.

ATTACHMENTS

- F85 for COPS Grant