

County of Santa Clara  
Department of Correction



79278

**DATE:** December 15, 2015

**TO:** Board of Supervisors

**FROM:** John Hirokawa, Chief of Correction

**SUBJECT:** Amendment to Agreement for ADA Training and Consulting Services in the Jails

**RECOMMENDED ACTION**

Approve First Amendment to Agreement with Sabot Consulting relating to providing training and consulting services related to the Americans with Disabilities Act, increasing the maximum contract amount by \$90,000 from \$380,500 to \$470,500, with no change to the term of the Agreement, that has been reviewed and approved by County Counsel as to form and legality. (Department of Correction)

**FISCAL IMPLICATIONS**

Approval of the recommended action will have no immediate fiscal impact to the General Fund. On November 3, 2015, the Board of Supervisors approved funding for the original Agreement. After that approval and after Sabot Consulting began their work, the Department found that there was need to expand the scope of the contractor's services. Because of the time sensitive nature of the Department's need in addressing jail issues, the new \$90,000 expense for the Amendment will be absorbed by the Department. If needed, the Department plans to request an appropriation during the FY 2016 Midyear Budget process.

**CONTRACT HISTORY**

Under Delegation of Authority from the Board of Supervisors, the Director of Procurement approved an Agreement with Sabot Consulting on June 16, 2015 in the amount of \$89,600 for the period July 1, 2015 to June 30, 2016. On September 29, 2015, the Board approved a separate, Department of Correction ADA (Americans with Disabilities Act) compliance assessment Agreement with Sabot Consulting for a five year term beginning September 29, 2015 and extending through September 29, 2020, with a maximum financial obligation of \$380,500.

**REASONS FOR RECOMMENDATION**

The Department undertook an evaluation of ADA issues related to mobility issues for inmates who are incarcerated at County jail facilities. As one component of an ongoing,

larger effort to ensure compliance with all ADA-related requirements, County Counsel requested additional analysis and a comprehensive evaluation of the Department of Correction's ADA compliance as related to non-mobility disabilities; a review and revision, if necessary, of policies and procedures; and the provision of ADA training for all staff that have contact with inmates.

A service agreement with Sabot Consulting was executed in order to accomplish the additional analysis and comprehensive evaluations described above. The recommended action would amend the Agreement to allow scope of services to include the following:

- Review of Custody Health Services (CHS) policies and procedures for ADA requirements
- Review the Department of Correction (DOC)'s use of force events and policies
- Review CHS and DOC policies for consistency with ADA issues
- Review gaps in staffing needed for DOC to support CHS
- Review and modify CHS policies and procedures including the addition of a Mental Health Clinician

### **CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

### **SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

### **SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

### **BACKGROUND**

To provide an alternative to potential litigation regarding inmates with mobility disabilities, County Counsel recommended that the DOC arrange for an independent, expert ADA assessment related to mobility issues at the County jails. Following approval from the Director of Procurement, staff conducted an Informal Competitive Process in May 2015 and solicited proposals from vendors identified by County Counsel as meeting the required qualifications and experience. The contract was awarded to Sabot Consulting.

Following the assessment, County Counsel recommended that the DOC expand the services provided by Sabot Consulting to ensure that the DOC is in compliance with all ADA requirements. The expanded services include ADA training, an evaluation of the DOC's compliance as it relates to non-mobility disabilities, a comprehensive tracking system, and an analysis and possible revision of the DOC's policies and procedures.

Rather than amend the existing contract with Sabot Consulting, County Counsel suggested that DOC create a separate contract for the expanded services because those issues were not within the scope of the original contract and to allow the contractor to communicate confidential information directly with County Counsel's office. The original contract was

initiated as part of a Structured Negotiations Agreement between the County and the plaintiff, and as such, the report generated through that contract will be shared with the plaintiff. The recommended action will result in an expansion of the scope of this service agreement.

### **CONSEQUENCES OF NEGATIVE ACTION**

The Department of Correction would not be able to expand the scope of the service agreement with Sabot consulting as described above, which would result in an incomplete evaluation of ADA issues in the jail, potentially exposing the County to additional threats of litigation.

### **STEPS FOLLOWING APPROVAL**

The Clerk of the Board is requested to have President Cortese sign the service agreement amendment and notify Fletcher Dobbs from the Office of the Sheriff when a copy of the signed Agreement is available for download from the County's website.

### **ATTACHMENTS:**

- Sabot Consulting - First Amendment (PDF)

# COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

## This is an amendment to an existing Agreement

Purchase Order Number: 4300011978	Amendment Number: 1	Effective Date (Will be the date executed by Authorized County Representative):
Maximum Financial Obligation (Prior to this Amendment):	\$ 380,500.00	Amended Maximum Financial Obligation (If dollar amount is changing): \$ 470,500.00
Current Agreement End Date:	9/29/2020	New Agreement End Date:

### For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<b>Line 1</b>	H	0240	5255100	3400	\$ 90,000	Fiscal Year 2016	
<b>Line 2</b>	Select...						
<b>Line 3</b>	Select...						
<b>Line 4</b>	Select...						
<b>Line 5</b>	Select...						

### Parties to Agreement

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

### Contractor

Contractor Name (As Displayed In SAP):	SabotTechnologies, Inc. dba Sabot Consulting
Contact Person:	Mike Brady
Street Address *:	1101 Parkshore Drive
City, State, Zip *:	Folsom, CA 95630
Telephone Number *:	Office: 888-447-2268 / Mobile: 916-798-2504
Email Address *:	Mike.Brady@sabotconsult.com
SCC Vendor Number (As Assigned In SAP):	0001036924

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

Attachment: Sabot Consulting - First Amendment (79278 : Amendment to Agreement for ADA Training and Consulting Services in the Jails)

# COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

## This is an amendment to an existing Agreement

### County of Santa Clara

Agency / Department: Department of Correction Department Number: 0240

Program Manager or Contract Monitor Name: Captain Kevin Heilman

Street Address: 180 West Hedding

City, State, Zip: San Jose, CA 95110

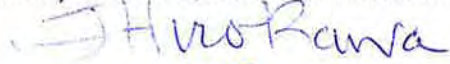



Telephone Number: 408-808-3643

Fiscal Contact (Accounts Payable Contact): Chwan-Fang Lee

Contract Preparer: Fletcher Dobbs

### Signatures

Amendment is not valid until signed by Contractor and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:		Date:	12/2/15
Agency/Department Fiscal Officer:		Date:	12/2/15
Contractor:		Date:	12/2/15
County Authorized Representative:		Date:	
<i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>		Date:	
County Counsel:		Date:	
(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.)		Date:	
<i>Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.</i>		Date:	
Office of the County Executive:		Date:	12/2/15
(Signature required when Board approved contract by a Delegation of Authority)		Date:	
Attest Clerk of the Board:		Date:	
(Signature required when Board approved contract)		Date:	

Attachment: Sabot Consulting - First Amendment (79278 : Amendment to Agreement for ADA Training and Consulting Services in the Jails)

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**  
**This is an amendment to an existing agreement**

**Reason(s) for Amending the Service Agreement**

**Amend Term of Agreement**

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Amend Contract Specifics**

*Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.*

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 380,500.00
B.	Amount of increase or decrease: (Explain below)	\$ 90,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 470,500.00

**Explanation of increase / decrease (include new payment terms if applicable):**

Or see Attachment   A   as incorporated by this reference

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**  
**This is an amendment to an existing agreement**

**Amend Standard Provisions**

Or see Attachment \_\_\_\_\_ as incorporated by this reference  
Or Section VI. Standard Provisions is replaced in its entirety by Attachment \_\_\_\_\_

**Other (please explain below)**

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):	\$ 0.00
Financial obligation in current fiscal year:	\$ 330,500.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 330,500.00

**Insurance**

✓ Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B \_\_\_\_\_ attached and incorporated by this reference.

**ATTACHMENT A**

The scope of the Agreement is hereby changed to include the following, in addition to the scope described in the original Agreement.

- Review of Custody Health Services (CHS) policies and procedures for ADA
- Review the Department of Correction (DOC)'s use of force events and policies
- Review CHS and DOC policies for consistency with ADA issues
- Review gaps in staffing needed for DOC to support CHS
- Review and modify CHS policies and procedures including the addition of a Mental Health Clinician