

Section One: Background and Expectations

A. Background

In an effort to address overcrowding in California's prisons and assist in alleviating the state's financial crisis, the Public Safety Realignment Act, Assembly Bill 109 (AB109) was signed into law on April 4, 2011. AB109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Implementation of the Public Safety Realignment Act took effect October 1, 2011.

On October 4, 2011, the Santa Cruz County Board of Supervisors approved the Santa Cruz County Public Safety Realignment and Post Release Community Supervision 2011 Implementation Plan¹. This plan describes the State and local background, the values and principles guiding local implementation of AB109, as well as the organizational model, membership, and planning process for the Community Corrections Partnership (CCP). The plan calls for ongoing implementation and planning that focuses on three main areas:

1. Establish an array of effective alternatives to incarceration to address the impacts that the realigned population will have on the county jail in order to avert crowding and poor conditions of confinement without jeopardizing public safety outcomes;
2. Implement evidence-based probation supervision to properly assesses risk factors associated with recidivism and provide effective probation interviewing, case planning, and community supervision to ensure public safety and reduce recidivism; and
3. Develop community partnerships for intervention services that adhere to the principles of evidence-based practices for maximum recidivism reduction.

Funding was approved in each of these categories to enable AB109 implementation to begin with the initial cohort while a full community planning process was completed. On March 27, 2012 the CCP voted to approve a funding formula that divides AB109 implementation funding evenly between the three areas of corrections, probation, and services.

AB109 creates an opportunity for our community to take greater responsibility for sentenced offenders, and to commit our local expertise to reducing recidivism among this population. A key aspect of this effort is the delivery of evidence-based intervention strategies and services that directly address criminogenic needs of the AB109 offender populations.

B. Target Population

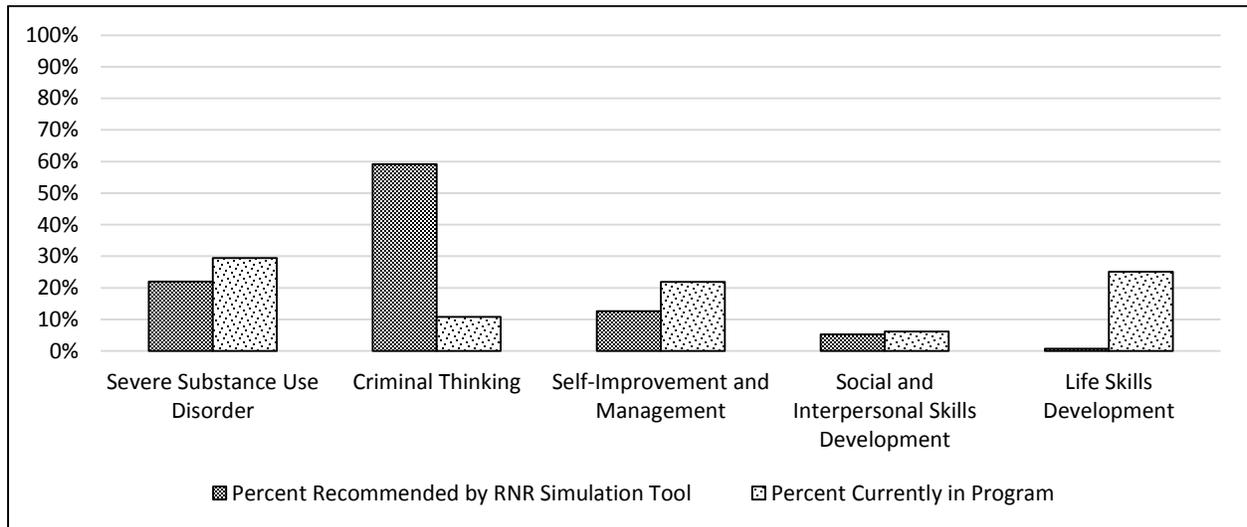
From October 1, 2011 to September 30, 2015, a total of 667 individuals have been designated as either 1170 (n=300) or PRCS (n=367). Of this group, approximately 13.6% are female and 86.4% male; 36.3% are Hispanic/Latino, 52.5% White, 8.1% African American, and 3.1% other/unknown ethnicity. A total of 60.3% were assessed as high risk, 25.7% moderate risk, and

¹ <http://sccounty01.co.santa-cruz.ca.us/prb/RealignmentPlan.pdf>

14.0% low risk. Among 1170 offenders, 52.5% received custody only sentences, and 47.5% were sentenced to a combination of custody and community supervision.

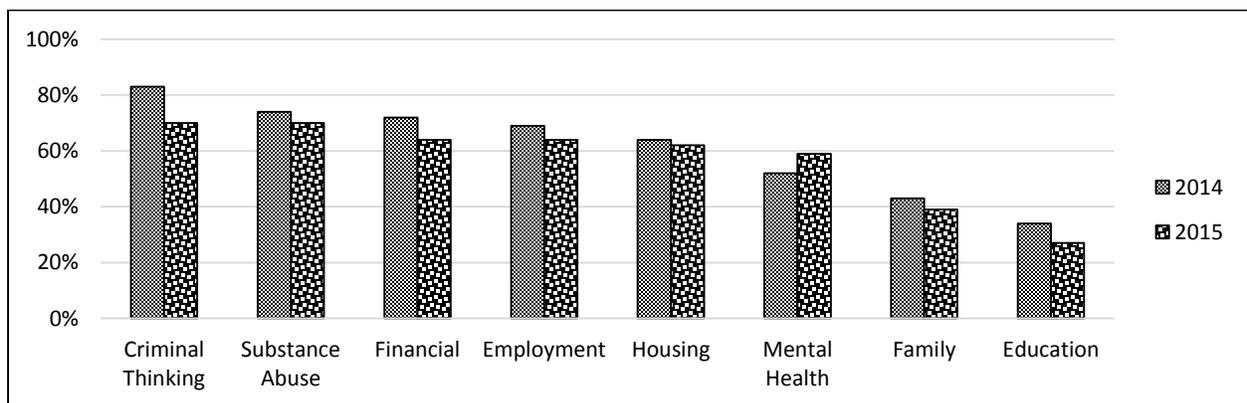
An assessment of local data conducted by the Center for Advancing Correctional Excellence at George Mason University that the current configuration of AB109 services has a significant gap in the area of programs targeting criminal thinking, behaviors and identity. At the same time, there may be more services dedicated to addressing life skills development than needed to reduce recidivism among the target population. The following chart shows the percentage of AB109 population with a *primary* need in each service area, compared to the number receiving services in those areas. Because each individual has only one primary need, the total is 100% or less.

**AB109 Population Primary Service Needs By Type: Gap Analysis, 2013-2015
(George Mason University Risk Needs Responsivity Simulation Tool)**



AB109 individuals have needs in multiple areas directly related to criminal recidivism. The following chart shows the overall percentage of the AB109 population that have *any level* of need in each of the listed service areas. Because each individual can have need in more than one area, the total is greater than 100%.

**Prevalence of Criminogenic/Responsivity Needs Among AB109 Population, 2014 and 2015
(George Mason University Risk Needs Responsivity Simulation Tool)**



C. Evidence-Based Practice

For nearly thirty years, criminal justice research has consistently found that the most powerful recidivism reduction effects are seen through intensive probation supervision when it is combined with treatment and services (Petersilia and Turner, 1990; Bonta, 2000; Paparozzi and Gendreau, 2005). The greater the use of evidence-based practice in probation supervision and services, the greater the recidivism reduction. The National Institute of Corrections describes evidence-based practice as follows:

Evidence-based practice (EBP) is the objective, balanced and responsible use of current research and the best available data to guide policy and practice decisions, such that outcomes for consumers are improved. In the case of corrections, consumers include offenders, victims and survivors, communities, and other key stakeholders. Used originally in the health care and social science fields, evidence-based practice focuses on approaches demonstrated to be effective through empirical research rather than through anecdote or professional experience alone.

An evidence-based approach involves an ongoing, critical review of research literature to determine what information is credible, and what policies and practices would be most effective given the best available evidence. It also involves rigorous quality assurance and evaluation to ensure that evidence-based practices are replicated with fidelity, and that new practices are evaluated to determine their effectiveness.²

Research points to the following eight principles that, when taken together, increase the likelihood of offender risk reduction.

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback³

Further, evidence-based practice adheres to four key principles. The **Risk Principle** is the prioritization of supervision and treatment services for offenders at higher risk of re-offending. Shifting resources to these offenders results in much greater gains in public safety, while targeting lower risk offenders can actually *increase* their likelihood of recidivism. By focusing on high risk offenders, programs are able to address multiple criminogenic areas with greater intensity, thus resulting in greater impact on behavior.

² National Institute of Corrections. 2009. Implementing Evidence-Based Policy and Practice in Community Corrections, 2nd ed. Washington, DC.

³ Ibid.

The **Need Principle** directs intervention resources to address primarily those areas which are directly linked to criminal behavior. While offenders have a variety of needs, not all have an equal impact on their risk to reoffend. Primary criminogenic needs include: criminal personality; antisocial attitudes, values and beliefs; criminal peers; and low self-control. Secondary criminogenic needs include substance abuse; family dysfunction; low educational and vocational attainment; and low involvement in pro-social leisure activities. All services should target primary criminogenic needs as well as any other areas addressed.

The **Responsivity Principle** requires that service delivery match specific characteristics of individuals in order for them to benefit. This includes consideration of culture, gender, motivational stages, and learning styles, as well as logistical considerations and community functioning. Community functioning includes factors such as transportation, housing, food, or mental and physical health. While these factors are not themselves criminogenic, they should be addressed to the extent that they create barriers to an individual's ability to receive services.

The **Dosage Principle** directs reentry programs to provide a minimum of two hundred hours of direct client services (across multiple criminogenic need areas) to high risk populations in order to achieve measurable reduction in recidivism. Dosage under one hundred hours produces relatively small effects for this population. High intensity programs should be provided and should occupy 40% to 70% of participants' free time in order to be effective.

D. Responsivity

Organizations providing services under AB109 funding commit to training and policy development in order to provide the most responsive, continually-improving services to the target population. This will include active participation in the CCP Intervention Services Work Group. Service providers are in a unique position to identify systemic barriers to successful reentry, and the Work Group will provide a venue to develop policy recommendations to reduce or eliminate such barriers. Funded organizations will also commit to the collection of implementation and outcome data, and will flexibly revise service delivery strategies over time in order to achieve better outcomes.

Cultural competence and responsive service delivery are essential elements to the effectiveness of reentry services. The SCCPD is committed to ensuring that culturally, linguistically, cognitively and developmentally appropriate and proficient services are available in order to facilitate full engagement, positive change, and reentry success. This includes the provision of services and information in appropriate languages, at appropriate educational and literacy levels, and in the context of the individual's cultural identity. Cultural competency requires a demonstrated respect, awareness, and dynamic appreciation of the beliefs, practices, traditions, religion, history, languages, and criminal histories of diverse individuals and communities.

AB109 service delivery must address cultural and linguistic factors of the multicultural populations to be served. Population identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, immigration status, language spoken and understood, physical and mental disabilities, living situation, drug of choice, criminal history, and experience of trauma. All AB109 service providers participate in cultural competency trainings provided through AB109 funding.

The AB109 target population includes many individuals still at a pre-contemplative stage with regard to treatment and change⁴. Older service models assumed that the client held full responsibility to supply the motivation adequate to engage with and complete treatment. Consequently, the behavior of individuals not yet ready for change was met with confrontation, hostility, and exclusion. Responsivity requires instead that service providers develop competency in meeting clients at any stage of readiness for change, enhancing intrinsic motivation and raising awareness of and capacity for change. AB109 service providers are expected to show the willingness and ability to respond immediately to client-determined needs and goals, to work flexibly under the lead case management of the AB109 Probation Unit, and to provide field-based services in homes and in the community as needed to reduce barriers to service engagement.

Research shows that transition points are especially critical for reentry success. These include the time immediately preceding and following release from custody, as well as any change in program status or location. Case management by probation officers will focus on providing seamless continuity of services and support throughout the period of incarceration and community supervision, with a focus on these transition points. Best practice indicates that, where possible, services should start during the period of incarceration in order to build relationships and momentum for continuing engagement during community reentry. All AB109 service providers should be trained in motivational enhancement, and the willingness to work closely with Probation Officers to address non-compliance without unnecessary interruption in services.

Section Two: AB109 Services

A. Service Delivery Model

The service delivery model developed by the CCP brings together multiple organizations providing a broad menu of services to address specific criminogenic needs of individuals in the AB109 population. This service system is guided by current research regarding reentry, which identifies specific process points which individuals must successfully navigate in order to achieve lasting, pro-social community reintegration. The model includes early, validated assessment and service engagement prior to community release, the critical time period immediately following community reentry and continuing for the first 90 days, and each point of service completion or referral handoff.

A dedicated unit of AB109 Probation Officers serves as lead case managers to coordinate and track all intervention services. This begins with a comprehensive and research-validated assessment of risk and need. Risk level determines supervision and service intensity, with high level monitoring and service delivery reserved for individuals at highest risk for recidivism. Areas of criminogenic need – needs which have been clearly linked by research to recidivism – are identified and prioritized by the assessment tool.

Assessment data is used to develop an individualized case plan that incorporates all court terms and conditions, priority need areas to be addressed by specific services, client and family goals, and logistical reentry plans that articulate immediate post-release objectives and timelines.

⁴ Prochaska, J. O., and DiClemente, C. (1992). Stages of change in the modification of problem behaviors.

AB109 Probation Officers, in partnership with service providers, are responsible for delivering cognitive-behavioral curriculum and motivational interviewing to engage participants and address key areas of criminal thinking and behavior. Probation Officers conduct random drug testing; monitor supervision terms, including fines and restitution; conduct regular jail, office, home and worksite meetings to confirm residence and employment status; provide resource referral and system advocacy to help participants access community supports; meet with family members, mentors, and others who play a role in ongoing support for reentry; impose sanctions for non-compliance, up to and including flash incarceration; provide liaison and reporting to courts, including evidence-based pre-sentence investigations, written reviews, modifications, and probation violation reports and warrant requests.

As lead case managers, AB109 Probation Officers work in collaboration with staff from service providers to further assess, refer, and monitor progress of participants over time. Probation Officers convene multi-disciplinary case management meetings as needed to coordinate services, identify and address barriers to success, and revise and refine the case plan over time. Special focus is placed on maximizing enrollment in public benefits, including Medi-Cal, in order to provide on-going support for physical health, SUD treatment, mental health, housing, case management, employment development or other services.

In keeping with best practices for reentry, service delivery begins, whenever possible, prior to community release. In-custody service providers develop active linkages with community-based services, including in-custody presentations and meetings with community program intake staff and supervised day release to begin attending groups. The Probation Department convenes a regular 1170 Program and Reentry Meeting in collaboration with Corrections, the Custody Alternative Program, and jail program staff, along with representatives from service providers conducting reentry planning and case management. This group is responsible for coordinating multiple in-custody services, as well as providing multi-disciplinary planning and monitoring for seamless reentry services.

B. Service Areas

A consensus of research in the field of corrections has identified need areas correlated with criminal recidivism. Though distinct, these criminogenic need areas overlap in their functioning, and it is the accumulated impact of multiple factors that result in a high risk of reoffending. For this reason, programs targeting only one or two need areas in isolation have little impact on recidivism compared to those which address at least four areas⁵.

Based on research and an analysis of local data, the CCP has identified priority service areas to address factors directly linked to recidivism that have been assessed among the local AB109 population. This includes established criminogenic needs as well as responsivity factors encompassing community functioning, motivational enhancement, service access, and engagement. All services are expected to include a focus on cognitive/behavioral strategies targeting primary criminogenic needs (i.e. criminal personality; antisocial attitudes, values and beliefs; criminal peers; and low self-control). Services may include curriculum that directly addresses criminal thinking, behaviors and identity (CTBI) or programs that infuse cognitive and

⁵ Gendreau, French and Taylor, 2002. What Works (what doesn't) Revised 2002: The principles of effective correctional treatment.

behavioral strategies in other services to support a social learning model that reinforces change in these areas.

The vision of the Treatment and Intervention Services Work Group is the development of a focused, community-based network of service providers available to meet these needs within the framework of assertive, forensic case management by the Probation Department and community corrections by the Sheriff's Office. All AB109 services address established criminogenic needs and responsivity associated factors that impact recidivism risk. Probation officers utilize this menu of service options to create responsive, individualized treatment plans for AB109 participants.

This solicitation seeks letters of interest from organizations ready to provide services as part of this AB109 service provider network. Organizations are encouraged to express their interest in providing services that are within their current scope and mission. Priority will be given to proven programs that can document a track record of achieving the desired outcomes with this target population. Location of services will include both the community as well as in-custody under the authority of the Sheriff's Corrections Division. AB109 funding will be allocated based on the following service areas. See Exhibit A for a full description each area.

1. Programs Addressing Criminal Thinking, Behavior and Identity
2. Substance Use Disorder Treatment and Recovery Maintenance
3. Workforce and Job Placement Services
4. Educational Programming
5. Mental Health Care
6. Family Involvement
7. Housing Support
8. Reentry Planning and Community Support
9. Community Education and Engagement

Funding amounts for each area are projected based on current offender populations, utilization patterns and unit service costs patterns from the first three years of implementation. Potential community partners will be asked to describe services they are interested in providing within one or more service areas, along with specific information about the research base, manualization and fidelity measures, dosage and unit cost, and ability to partner with Probation and Corrections for coordinated service delivery. Providers are encouraged to consult with the Pew Charitable Trust's Results First Clearinghouse Database, found online at <http://www.pewtrusts.org/en/multimedia/data-visualizations/2015/results-first-clearinghouse-database>. This resource identifies hundreds of programs that have been rigorously evaluated by one or more of eight national clearinghouses. **Proposals must demonstrate that programs and services to be implemented have been proven effective for the target population by multiple national research studies, and that they will be implemented to fidelity.**

Section Three: Criteria and Submission Information

A. Qualification Criteria

The SCCPD seeks to partner with entities that have expertise in delivering a range of reentry services to a diverse population under supervision with a specific focus on those who have been assessed by the Probation Department a moderate or high risk to re-offend (based on the *Correctional Assessment and Intervention System*). This includes individuals, ages 18 and older, on Post-Release Community Supervision (PRCS) or PC 1170(h), including individuals housed at Santa Cruz County jail facilities as well as those in the community on mandatory supervision or the Custody Alternatives Program (CAP).

It is the intention of the SCCPD to identify service providers who are ready and able to provide the above services within the existing framework of the local criminal justice system, as evidenced by experience in providing the proposed services to the criminal justice population; a history of working effectively with local corrections and probation departments; knowledge and capacity to provide services that are culturally competent and responsive to the characteristics of the AB109 population; current staffing capacity to provide evidence-based services; a history of successful collaboration with service providers in other domains; willingness to participate in additional training; readiness to collect and report service and outcome data; and commitment to engage in continuous program improvement based on outcome data.

The following are **minimum organizational requirements** for funding consideration:

1. *Service History.* A documented history of similar or equivalent service delivery to high risk criminal justice populations for a minimum of two (2) prior years in the service area for which funding is sought, including the successful completion of contract deliverables and the timely collection and reporting of service delivery and participant outcomes.
2. *Justice System Collaboration.* A documented history of prior successful collaboration with probation, corrections, or other justice system stakeholders, including maintaining staff with jail clearances and a history of working effectively within a corrections setting (for in-custody service providers).
3. *Responsivity.* Demonstrated understanding and capacity for responsiveness of services, including elements such as cultural and linguistic competency, field-based service delivery, evening and weekend availability, low literacy materials, gender-specific programming, adaptation to multiple learning styles, or other client engagement and retention strategies.
4. *Evidence-Based Practice.* A documented history implementing evidence-based practices specifically focused on reducing criminogenic risk, including client engagement, and motivational enhancement, as well as participation in training and technical assistance to further incorporate evidence-based practice.
5. *Interagency Collaboration.* A documented history of successful collaboration with local human service providers in other domains, including multi-disciplinary service delivery, shared case management, blended funding, strategic planning, and policy development.

6. *Staff Training.* Commitment to full participation in trainings provided through the CCP regarding effective, evidence-based interventions and services to the target population.
7. *Data Collection and Reporting.* Demonstrated capacity and commitment to collecting and reporting all required data, including all service delivery statistics (e.g. number served, units of service, dosage by client), measures of fidelity to evidence-based service delivery, and program-related impact and outcome measures.
8. *Continuous Program Improvement.* Commitment to continuous program improvement based on outcome data, including the willingness to reconfigure services over time to enhance effective coordination throughout the AB109 service provider network.
9. *Matching Resources.* Identification of current or potential sources of matching resources to supplement direct funding.

It is recognized that the resources available from the state to provide intervention services for this population will not fully meet the anticipated level of need. It is anticipated, therefore, that qualified service providers will identify additional matching resources to supplement AB109 funding. **In making recommendations for funding under AB109, the SCCPD and CCP will prioritize qualified organizations that demonstrate the capacity to access additional funding and services.** This may include leveraged funding, volunteer hours, competitive grant funding, or the dedication of existing services that AB109 individuals may qualify for.

B. Items To Be Submitted

Reviewers will provide a narrative assessment of the overall merits of each letter of interest. In addition reviewers will assign up to 100 points for individual elements of the Letter of Interest and Statement of Qualifications. The weighted point values for each section are given below.

The following items should be submitted in one package prior to the submission deadline:

I. Cover Sheet

Please provide the name of your organization with contact person, mailing address, phone number, fax number, and e-mail address. Provide a web address if available.

II. Letter of Interest (Maximum 8 pages, single spaced, 1-inch margins, 12 point font)

Please submit a brief letter of interest stating your interest in providing the services in one of the areas listed in this solicitation. A single program may combine activities from more than one service area. However, if your organization is interested in providing more than one program please submit separate letters of interest for each separate program. While integrated service delivery increases program effectiveness, proposals for standalone programs that address all service and reentry needs for a subset of the AB109 population may not be compatible with the local CCP service delivery model.

Include the following information in your Letter of Interest. Please number your responses to match the following items in order in order for the review panel to better assess your proposal.

1. Service Description (25 points)

- a. Identify the **service area** from the list provided in Exhibit A which your organization is interested in providing services to the AB109 target population.
- b. Describe the **specific services** your organization is interested in providing, including service location, key interventions and expected client outcomes in reference to the specific criminogenic factors addressed. All service providers are encouraged to include proven cognitive/behavioral interventions specific to the criminal justice population.
- c. Describe specific strategies for **client engagement** and **service continuity** for successful reentry, and how you will address **responsivity** factors.
- d. Estimate the **number of clients to be served** during the twelve-month period from July 1, 2016 through June 30, 2017. Identify the **service intensity** (direct service hours per week), the projected **length of service**, (average number of weeks for completion of service), the **total dosage** of service (total direct hours of evidence-based services), and the **unit cost** (cost per hour of service and/or cost per participant for completed service).
- e. Propose specific **performance outcome measures** that will be collected to substantiate client outcomes related to reduced risk of recidivism. These should be quantifiable and based on validated pre/post assessment tools and protocols. Based on the type of service these outcome measures should specify the number and percent of program participants that will achieve benchmark criteria for success. Applicants selected for funding will meet with the Probation Department to refine these measures for inclusion in service contracts to be approved by the Board of Supervisors.

2. Evidence-Based Practice (20 points)

The SCCPD is committed to implementing strategies and services identified by a consensus of research as constituting evidence-based practice within the criminal justice system, effective at reducing the risk of recidivism among the target population. Each organization submitting a letter of interest for participation in AB109 services must clearly demonstrate that the proposed services match those identified as being effective with the adult criminal justice population. Letters should reference the Results First Clearinghouse Database, described above, and should provide a summary that addresses the following information:

- a. Identify the research base that confirms the effectiveness of the proposed services in reducing recidivism with populations similar to AB109 participants
- b. Identify the evidence-based curriculum that will be used in the delivery of services and the process for ensuring fidelity of implementation. If no published curriculum is to be used, please describe your plan for ensuring program quality, integrity and consistency.
- c. Describe the current level of staff capacity for implementation of evidence-based practice, including training and certification.

- d. Identify training and technical assistance needed to increase the integration of evidence-based practices in your organization's delivery of services to the target population.

3. Multi-Disciplinary Collaboration (15 points)

AB109 intervention services are provided within an assertive forensic case management model structured around Probation Officers serving as lead case managers providing seamless services in custody and in the community at the various stages of the criminal justice process. Their responsibilities will include risk and needs assessment, motivational enhancement, cognitive-behavioral curriculum and interventions, case planning, service referral and coordination, supervision and monitoring, random drug testing, family contact, reinforcement and sanctions, pre-sentence investigation and ongoing court reporting, law enforcement liaison, and service advocacy.

- a. Please describe the articulation between your organization's proposed services and the overall AB109 case management model, including strategies for information sharing, multi-disciplinary service delivery, interagency communication and coordination, and shared responses to participant behavior.

4. Matching Resources (5 points)

- a. Identify and quantify existing and potential resources for service delivery to the target population to supplement AB109 funding. This may include existing community resources and funding streams, redirected service capacity, community volunteerism, new competitive funding, and legislative or regulatory changes to eligibility and benefits.

III. Statement of Organizational Qualifications (Maximum 3 pages, single spaced, 1-inch margins, 12 point font)

Provide details indicating the extent to which your organization meets the minimum qualifications described in Section Three (A) above. Please number your responses to match the following items in order for the review panel to better assess your proposal. Include factors that uniquely qualify your organization as the best provider for these services.

1. *Service History.* (5 points) Identify the services your organization has provided to high risk individuals in the criminal justice population similar to AB109 participants. Please provide details of the number served, the setting, the number of years the service was provided, and evidence of successful completion of contract deliverables and outcome evaluation(s).
2. *Justice System Collaboration.* (10 points) Describe your organization's history of prior successful collaboration with probation, corrections, or other justice system stakeholders. Indicate whether your staff currently have local jail clearance and your history of working effectively within a corrections setting.
3. *Responsivity.* (5 points) Describe your organization's understanding of the responsivity factors associated with your reentry service and your history of addressing these.

4. *Interagency Collaboration.* (5 points) Summarize your organization's history of successful collaboration with local human service providers in other domains, including multi-disciplinary service delivery, shared funding strategic planning, and policy development.
5. *Staff Training.* (5 points) Describe your organization's staff training plan and your commitment to participate in additional trainings through AB109 funding regarding effective, evidence-based interventions and services to the target population.
7. *Data Collection and Reporting, and Continuous Program Improvement.* (5 points) Describe your organization's experience in collecting and reporting service delivery statistics, measures of fidelity to evidence-based service delivery, and program-related impact and outcome measures. Describe for your organization's commitment to flexible service delivery and continuous program improvement to enhance effective coordination throughout the AB109 service provider network.

Resumes and/or biographies of staff, including those who will provide direct services and those who will supervise and/or guide the work included under the services may be included as attachments.

IV. Draft Budget

Please include a draft budget covering the time period from July 1, 2016 through June 30, 2017. Include estimated costs for staffing and operations, as well as matching resources available to expand services to the target population. This draft budget may be revised based on input from the review panel and discussion with the SCCPD and the CCP Executive Committee.

V. Additional Standard Terms and Conditions

In the event that an organization is selected for AB109 funding, additional documentation will be required in order to develop a contract for services. **These additional items are provided for your information. They are not to be completed and submitted as a part of the Letter of Intent.**

This will include the following:

- Attached is an example copy of a standard County Independent Contractor Agreement (ICA) with terms and conditions that will be incorporated into the contract for services.
- Please note that evidence of insurance for all Worker's Compensation, Automobile Liability, Comprehensive or Commercial General Liability and Professional Liability Insurances will be required as described on page 2 of the ICA.
- W-9 Form (If current W-9 not already on file with the County of Santa Cruz)
- Living Wage Forms
- Detailed Scope of Services
- Services Budget with detailed Rate Sheet/Cost Schedule (total not to exceed the amount identified for one year of service)

C. Submission Information

All items must be submitted in one package by:

Friday January 29, 2016 at 4:00 pm

Submit To:

**Santa Cruz County Probation Department
Attention: Andrew Davis, Senior Departmental Administrative Analyst
303 Water Street, Suite 9, Santa Cruz, California, 95060**

Proposals must be received prior to the time specified above. Late proposals will not be considered under any circumstances.

For technical questions regarding this solicitation, contact Andrew Davis at the Santa Cruz County Probation Department by phone at (831) 454-3393 or by email at andrew.davis@co.santa-cruz.ca.us.

Exhibit A: AB109 Service Areas

1. Programs Addressing Criminal Thinking, Behavior and Identity

Programs: Manualized CTBI curricula, including Thinking For a Change, Courage to Change, SAMHSA Anger Management, and Getting Motivated To Change

AB109 Funding: Approximately \$200,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 75% of funding will be available for in-custody services (\$150,000)

Target Population: 300 AB109 participants per year

Criminogenic Need/Responsivity Factor: Antisocial cognition, antisocial personality, coping skills, history of antisocial behavior, pro-criminal attitudes and behaviors

Performance Measures: Curriculum completion, pre/post self-evaluation and instructor observation; demonstration of skill development; pattern of reduced impulsivity and criminal behavior

2. Substance Use Disorder Treatment and Recovery Maintenance

Programs: Community-based outpatient, intensive outpatient, and residential substance use disorder treatment; perinatal SUD treatment services; detox; medically assisted treatment, including Methadone and Vivitrol; sober living environments; recovery maintenance services; clinical assessment and referral; in-custody intensive outpatient SUD treatment and Seeking Safety curriculum.

AB109 Funding: Approximately \$1,140,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 35% of funding will be available for in-custody services (\$399,000)

Target Population: 350 treatment incidents per year

Criminogenic Need/Responsivity Factor: Addiction and substance use disorders; substance abuse related to criminal behavior

Performance Measures: Program engagement and completion; pre/post addiction severity (ASAM or ASI); continued improvement in recovery following treatment completion (RMS Program Recovery Measures Tool); increased duration of abstinence from substance use

3. Workforce and Job Placement Services

Programs: Workforce development and preparation for job application (resume development, interview practice and coaching); career exploration and goal setting; job placement and coaching for job retention and promotion.

AB109 Funding: Approximately \$200,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 75% of funding will be available for in-custody services (\$150,000)

Target Population: 150 AB109 participants per year

Criminogenic Need/Responsivity Factor: Community employment

Performance Measures: Employment and job retention; increased measures of self-sufficiency and replacement of governmental supports with legal income.

4. Educational Programming

Programs: Adult Basic Education; literacy tutoring; GED preparation; vocational education (including computer skills); post-secondary education

AB109 Funding: Approximately \$130,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 90% of funding will be available for in-custody services (\$117,000)

Target Population: 120

Criminogenic Need/Responsivity Factor: Educational attainment

Performance Measures: Pre/post scores on standardized educational assessments (e.g. CASAS); passage of GED tests and successful award of GED or other high school equivalency; demonstration of increased vocational skills; retention and completion of post-secondary degree

5. Mental Health Care

Programs: Clinical assessment; individual and group mental health counseling; mental health system navigation and service advocacy; clinical case management

AB109 Funding: Approximately \$200,000 is available to fund services in this area.

Estimated In-Custody Percentage: Due to facility constraints no mental health funding will be dedicated to in-custody services

Target Population: 60 AB109 participants per year

Criminogenic Need/Responsivity Factor: Aggression, coping skills. Responsivity issues include mental health and community functioning

Performance Measures: Validated pre/post assessment of mental health and social functioning; medication compliance; self-reported increases in mental and social functioning

6. Family Involvement

Programs: Evidence-based, manualized programs addressing family management, communication, and relationships; father involvement programs; family management coaching

AB109 Funding: Approximately \$40,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 50% of funding will be available for in-custody services (\$20,000)

Target Population: 60 AB109 participants and family members

Criminogenic Need/Responsivity Factor: Family and marital relationships, coping skills, antisocial associates. Responsivity factors include ongoing social support and resources for community functioning

Performance Measures: Pre/post assessment of knowledge, skills and behaviors for appropriate family management and communication; increased accessing of peer social resources

7. Housing Support

Programs: Emergency short term housing beds; transitional/long term subsidized housing; planning and case management for housing stability (Note: sober living environments will be funded through Area 2, above)

AB109 Funding: Approximately \$100,000 is available to fund services in this area.

Estimated In-Custody Percentage: No housing funding will be dedicated to in-custody services

Target Population: 50

Criminogenic Need/Responsivity Factor: Responsivity factors include residential stability, physical safety, service access, and employability

Performance Measures: Physical safety and ability to participate in other AB109 services; development of on-going support for stable housing

8. Reentry Planning and Community Support

Programs: Individualized reentry planning, both pre-release from jail (1170) and immediately following community return from prison (PRCS); benefits assistance and enrollment; reentry mentoring; driver's license reinstatement; records clearance and expungement; indigent assistance for compliance with court-ordered programs; flex fund management to address barriers to reentry (including short-term and alternative housing support not available through Area 7, above)

AB109 Funding: Approximately \$315,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 65% of funding will be available for in-custody services (\$204,750)

Target Population: 375 AB109 participants per year

Criminogenic Need/Responsivity Factor: Antisocial associates, leisure and recreation, coping skills. Responsivity factors include community functioning and service access.

Performance Measures: Completion of reentry plan objectives; increase access to on-going community and family support (including expanded Medi-Cal benefit); reduced barriers to successful reentry (e.g. driver's license, transportation)

9. Community Education and Engagement

Programs: Leadership development and peer support for formerly incarcerated individuals; community education regarding AB109, criminal justice system reform, and employment of formerly incarcerated individuals

AB109 Funding: Approximately \$50,000 is available to fund services in this area.

Estimated In-Custody Percentage: Up to 35% of funding will be available for in-custody services (\$17,500)

Target Population: 20 individuals for leadership development component

Criminogenic Need/Responsivity Factor: Responsivity factors include service engagement, gender-specific needs, and community functioning

Performance Measures: Increased participation by formerly incarcerated individuals and their families in community groups assessing and implementing criminal justice policy; increased awareness of and commitment to justice system reform among policy-makers and community opinion leaders; increased number of local businesses willing to hire formerly incarcerated individuals

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and (enter contractor name), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: (enter scope of work) for the County of Santa Cruz (enter department name) Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$(enter amount of contract), processed for payment in full after completion of the project, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month.

3. **TERM.** The term of this Contract shall be: (first date of contract) through (last date of contract). If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days’ written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally

carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work

or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County
[Enter Department Name]
Attn: [Enter Department Contact]
701 Ocean Street, [Enter Room number]
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
[Enter Department Name]
Attn: [Enter Department Contact]
701 Ocean Street, [Enter Room number]
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

(enter attachments here)

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. **MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract

Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector ("ACTTC").

- (1) For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
- (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.

- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on "Retention and Audit of Records."

17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. (ENTER CONTRACTOR NAME)

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Risk Management

Office of the County Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *Contractor*