



REQUEST FOR PROPOSALS (RFP) #2111-522

AB 109 Evidence-Based Reentry Housing & Employment Programs

The Office of Reentry & Justice (ORJ) of the Contra Costa County Probation Department is pleased to announce, on behalf of the Board of Supervisors, this Request for Proposals (RFP) #2111-522 from qualified organizations to provide data-driven services that employ **evidence-based programming** (EBP) in the areas of housing and employment for residents returning to communities in the County after incarceration.

Following the conclusion of this RFP, the ORJ will issue contracts with awardees, pursuant to approval of the Board of Supervisors, which will include performance outcomes aligned with the objectives identified in the awardees' proposal. This approach known as **performance-based contracting**, necessitates the use of data and research to drive decision-making in the development and implementation of high-quality service provision.

Please read this entire packet carefully before creating or submitting any response.

Final responses will be due via BidSync by

12:00 P.M. (noon) on Friday, January 28, 2022.

MANDATORY BIDDERS' CONFERENCE

12:00 P.M. (noon) on Wednesday, January 12, 2022

Please register in advance for the Bidders' Conference at:

https://us06web.zoom.us/webinar/register/WN_8lt5yVpyTUCiOqPhmSf44w

Written questions about the RFP can be submitted by

12:00 P.M. (noon) on Tuesday, January 18, 2022.

Thank you in advance for your efforts in preparing your response.

No response shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both the Contractor and the County. The term of any agreement awarded as a result of this Request for Proposals will be for 3 (three) years, from July 1, 2022 through June 30, 2025. All responses must be complete and conform to the directions provided in this document. Incomplete or non-conforming responses may be excluded from consideration

at the sole discretion of the ORJ. Applicants who are awarded funding will be granted first-year funds and will be required to demonstrate project impact and/or implementation progress from year one in order to be considered for renewal in the second and third years of funding.

As of the issuance of this RFP, Vendors are specifically directed not to contact ORJ personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification from this solicitation process.

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SECTION 1. INTRODUCTION

The ORJ will fund one or more organizations to deliver evidence-based reentry services that will address criminogenic needs of justice-involved individuals as well as other risk factors associated with recidivism, achieve measurable outcomes, and contribute to the expansion of critical services for the AB 109 and justice-system involved target population. This RFP also solicits proposals that are aligned with the goals and objectives of the County’s Reentry Strategic Plan (2018-2023).¹ The Strategic Plan serves as the guiding document for reentry programs and services, including but not limited to, AB 109 funded services. Funded programs will aim to: increase public safety through transformative opportunities that respect victims; reduce recidivism; and, be in support of the service areas outlined in Appendix A.

RFP Timeline

1.	RFP released	Thursday, December 9, 2021
2.	Mandatory Bidders’ Conference	12:00 P.M., Wednesday, January 12, 2022
3.	Written Questions Due	12:00 P.M., Tuesday, January 18, 2022
4.	Addendum Issued	Monday, January 24, 2022
5.	Response Submission Deadline	12:00 P.M., Friday, January 28, 2022
6.	Response Withdrawal	12:00 P.M., Tuesday, February 8, 2022
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
7.	Response Review Process	Week of February 22, 2022
8.	Notification of Recommendations	Monday, March 14, 2022
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the April 2022 Board of Supervisors’ meeting agenda.		

Synonymous Terms

As used throughout this RFP, the following terms are synonymous:

- A. Supplier, Vendor, Contractor, Successful Responder
- B. Purchase Order, Contract, Agreement
- C. Services, Work, Scope, Project, and Program
- D. Proposer, Responder, Respondent, Bidder, Organization, Agency
- E. Statement, Response, Proposal, Submission
- F. “The County” refers to the County of Contra Costa, California.

Minimum Organizational Requirements

1. Most recent 2018-2023 Reentry Strategic Plan can be retrieved here:
<https://www.contracosta.ca.gov/DocumentCenter/View/56655>.

The County seeks to partner with qualified Agencies with expertise in providing evidence-based reentry services in the areas of housing and employment to a diverse justice involved population, with a focus on targeting supports for individuals with moderate to high risk levels of recidivism. Respondents must demonstrate understanding of the demographics, population characteristics, and criminogenic needs of the AB 109 and justice-involved population and detailed experience of providing and/or using evidence-based principles, practices and interventions. Successful responders will demonstrate their qualifications to addressing the following requirements:

A. Previous Experience

1. Service History: A documented history of similar or equivalent service delivery to criminal justice involved populations for at least three years, including successful completion of contract deliverables.
2. Justice System Collaboration: A history of prior successful collaboration with Probation, corrections, local law enforcement or other traditional justice system stakeholders. Knowledge of and participation in “jail to community” service delivery models is preferred, including a demonstrated history of working effectively within a correctional setting and maintaining staff with clearance to work inside of detention facilities.
3. Interagency Collaboration: Demonstrated interest and intent to collaborate with local public agencies and non-profit service providers utilizing a multi-disciplinary approach to service delivery. A documented history of successful collaboration including shared case management and blended funding preferred. Respondents must dedicate staff to attend regular coordination meetings and commit to working cooperatively with all AB 109 funded partner agencies.

B. Understanding of Evidence Based Practices

At a minimum, Respondents must demonstrate their understanding of evidence-based practices and their capacity and experience with incorporating them into their program design and delivery of services.

In alignment with the ORJ’s objective to support the expansion of evidence-based programming, the ORJ has adopted the Risk-Needs-Responsivity (RNR) model. For this RFP, Respondents must demonstrate their understanding of the RNR model and describe the agency’s application of this framework within the management and operation of their program.

(See Appendix B: PRINCIPLES OF EVIDENCE-BASED SERVICES & Appendix C: GLOSSARY OF TERMS for more details and definitions.)

1. Evidence-Based Practices (EBP): Demonstrated knowledge of and commitment to implementing evidence-based practices related to successful client engagement and recidivism reduction *with individuals at increased risk of returning to custody*.

2. Risk-Needs-Responsivity (RNR): Demonstrated understanding of criminogenic needs and the recidivism reduction strategies that rely on effectively responding to these needs. This must include a description of the role dynamic and static risk factors play in identification of appropriate interventions and should also include respondent's understanding of proper intervention dosage and duration levels.
3. Trauma-Informed Principles and Practices: Demonstrated knowledge of and commitment to utilize trauma-informed principles and practices in service delivery to ensure a focus on personal safety while helping clients develop effective coping skills, build healthy relationships that foster growth, and develop strong, positive interpersonal support networks.

C. Staffing Proficiencies

The following are staffing requirements respondents must detail in their proposal.

Staff Training: Staff must be qualified and adequately trained to provide effective reentry services and maintain confidentiality of program participants history of justice involvement. Vendor must commit staff to full participation in trainings provided through or identified by the County. The County has the discretion to approve or disapprove the qualifications/training level of Bidder's proposed staff and job descriptions. Specific proficiencies required of staff include:

1. Principles of EBP, as described above.
2. Cultural Competency and Gender Responsiveness: Demonstrated understanding and capacity to deliver services that are gender responsive and provided in appropriate languages, at appropriate educational and literacy levels, and within the context of an individual's cultural identity. To do this requires a demonstrated awareness, respect, and dynamic appreciation of the beliefs, practices, traditions, religions, personal history, and criminal justice involvement of individuals who reside in the diverse local communities of Contra Costa County.
3. Cognitive Behavioral Therapy Interventions: Demonstrated knowledge of and a commitment to the delivery of services that emphasize personal accountability, help clients make better behavioral choices by understanding the way they think, and teach new strategies that support pro-social behavior.
4. Restorative Practices: Demonstrated knowledge of and a commitment to utilizing processes and approaches that foster a compassionate, relationship-centered culture that proactively builds healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person.
5. Motivational Interviewing: Demonstrated knowledge of and a commitment to client-centered methods designed to enhance motivation for behavioral change.

6. Harm Reduction Principles: Demonstrated knowledge of and a commitment to a spectrum of practical strategies that aim to reduce the negative social and physical consequences associated with drug use, including meeting people where they're at.

D. Data Driven Program Design

Respondents of this RFP must demonstrate their ability to use data and research to design and implement evidence-based programming, track and monitor its progress toward performance outcomes, and demonstrate their commitment to assure fidelity and ongoing service improvements.

1. Data Collection and Reporting: Demonstrated capacity and commitment to collecting and reporting all required data including service delivery statistics (number served, units of service, dosage by client, etc.), and program-related fidelity, impact and outcome measures. Must be committed to participate in an outcomes evaluation to measure program success.
2. Continuous Quality Improvement: A commitment to identify and implement program changes and improvements by using information gathered while tracking progress toward outcomes.

E. Administrative Requirements

The following are the administrative requirements respondents must address in their proposal:

1. Matching Resources: Current or potential sources of matching resources to supplement direct funding including leveraged staffing, services, and volunteer hours. Since the available funding is not adequate to meet the anticipated level of need, qualified organizations that demonstrate the capacity to access additional resources will be prioritized with preferential points at scoring.
2. Licensing/Certification Requirements: Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws of the United States, State of California, Contra Costa County, and all other appropriate governmental agencies.

SECTION 2. BACKGROUND

2.1 AB 109 – Public Safety Realignment Act

Largely a response to prison overcrowding in California, the Public Safety Realignment (PSR) Act (Assembly Bill 109, AB 109) took effect on October 1, 2011. AB 109 transferred the responsibility of supervising individuals convicted of specific lower-level felonies, and detention for parole violations, from the state’s California Department of Corrections and Rehabilitation to counties.

In addition to transferring certain housing and supervision responsibilities to the County, AB 109 also enables the County to use AB 109 funding towards the development of alternative interventions through partnerships with local health and social service agencies and community-based organizations. The County has leveraged these partnerships to provide supportive services that facilitate the successful reentry and reintegration of individuals into the community and reduce their likelihood of being involved in future criminal activity.

After the enactment of AB 109, the Executive Committee of Contra Costa County’s Community Corrections Partnership (CCP) developed an *AB 109 Public Safety Realignment Implementation Plan* approved by the County’s Board of Supervisors. During the first two years of AB 109, the County examined the impacts of AB 109 across departments and drew on the resulting data to inform decision-making surrounding how to best prepare for housing and supervision of the AB 109 population. During this time, the County worked towards developing a coordinated reentry infrastructure, emphasizing the use of evidence-based practices for serving the AB 109 reentry population.

A Community Advisory Board (CAB) was established by the CCP in December 2012 to provide input on community needs, assess implementation of the realignment plan, review data on realignment outcomes, advise the CCP on community engagement strategies, offer recommendations for ongoing realignment planning, advise County agencies regarding programs for implementation in the County, and encourage outcomes that are consistent with the County’s Reentry Strategic Plan. Since 2011 the CAB has made annual recommendations to the CCP Executive Committee on appropriate funding levels for a variety of community programs that support the County’s effort to reduce recidivism and improve reentry outcomes for the population “realigned” through AB 109.

The CAB has also made numerous policy recommendations that are intended to improve access to, and delivery of, reentry services provided to the “realigned” population by both County and contracted agencies. Among CAB’s recommendations was its recommendation in May 2016 for the creation of an Office of Reentry and Justice (ORJ) to better align and coordinate the County’s complex array of current and future reentry and justice related initiatives. The County subsequently began an ORJ pilot program in the County Administrator’s Office, and the ORJ, now a unit of the Probation Department, provides both management and oversight of contracts for services that are funded through AB 109. Among these are the AB 109 Community Programs which are designed to supplement services provided by County departments to help facilitate

the successful reintegration of residents into the County communities they return to from incarceration.

The overarching approach to AB 109 implementation has largely centered on the development of formalized partnerships between different law enforcement agencies, as well as partnerships between law enforcement agencies and health or social service agencies, such as Behavioral Health Services (BHS) and AB 109-contracted community-based organizations (CBOs). In general, through partnerships with local health and social service agencies, individuals supervised by the Probation Department as part of PSR are provided with access to evidence-based supportive services that help facilitate their reentry and reintegration into the community when released from custody. For instance, the Sheriff's Department and Probation have increased coordination with each other so that Deputy Probation Officers (DPOs) have greater access to County jails than they did prior to AB 109. In addition, Probation has increased communication and collaboration with BHS and AB 109-contracted CBOs. These cooperative efforts have resulted in a greater number of referrals to supportive reentry services established to facilitate a person's successful reintegration into the community.

2.2 AB 109 Target Population

The AB 109 target population consists of two distinct supervision populations:

- Individuals returning to the community from prison after serving a sentence for a specified non-violent, non-serious, and non-sex offense are supervised under a program called Post-Release Community Supervision ("PRCS").
- Individuals returning to the community after serving their sentence for lower-level felonies (specified non-violent, non-serious, non-sex offenders) in the local county facility under PC 1170(h) rather than prison.

Population Characteristics

During the 2020-21 fiscal year, Contra Costa County averaged approximately 778 AB 109 cases, with a distribution of approximately 70% under PRCS and 30% under 1170(h). Approximately 46% of Probation's AB 109 clients were assessed at high risk for continued criminal behavior, 37% were moderate risk, and 16% were low risk. While the vast majority of the AB 109 population is male (86%), it is important to note that females represent 14% of the service group. Location of residence is generally split between the 3 regions of the County: East, Central and West County.

Of the AB 109 individuals assessed for service needs, the majority of individuals were referred to four service domains: Alcohol and Other Drugs Services (AODS), mental health, housing and employment services. While 19% received referrals for employment services, the most common needs are for behavioral and mental health services (42%) as well as housing services (39%).

While many individuals complete the terms of their probation successfully, many continue to engage in criminal behavior. During FY 2020-21, the department recorded 198 new convictions and 303 violations of probation.

In addition to the AB 109 population, 227 pretrial individuals were under supervision by the department in the 2020-21 fiscal year.

Services under this request for proposals will serve the broader population of individuals under general probation supervision and other tiered populations (See Appendix C: Glossary of Terms).

2.3 Background on the Contra Costa County Reentry System

Since the passage of AB 109, Contra Costa County has made considerable strides to close systemic gaps within the local justice system by investing in community-based reentry services and facilitate collaborative partnerships between public agencies and community to establish ongoing interagency coordination as a function of service provision. The County’s Strategic Plan was developed with this in mind, and grounded in a comprehensive and coordinated reentry framework, which identified the reentry process for justice-involved populations to begin at the point of arrest and continues through successful reintegration in the community. The mission of the county’s reentry system is to serve as a collaborative partnership that aids individuals, families, and their support system, in achieving successful community reintegration by providing access to a continuum of quality services and improving system practices. The key values that underlie the desired state of the reentry system are presented below, alphabetically.

Key Value Statements	
Culturally Respectful and Responsive	Diverse perspectives that reflect the wide array of cultures, beliefs, and attitudes within our community should be reflected in the design and implementation of reentry system approaches.
Evidence-Based	Better reentry outcomes require a commitment to employing evidence-based practices and continuous quality improvement, while also leaving room for innovative approaches that will produce promising results.
Fairness and Equity	Procedural justice is important and must respect the dignity and experience of all justice-involved people, as well as demonstrate concern for communities experiencing criminal justice disparities that have been persistent and historical.
Holistic	Community reintegration is most easily achieved by continuous, appropriate delivery of quality services that are tailored to the holistic needs of individuals and families most impacted by incarceration.
Inclusive	Effective reentry strategies are best created through an inclusive approach that utilizes input from justice system

	professionals at all levels of government and in community and faith-based organizations, those with histories of justice system involvement, and other interested stakeholders to develop appropriate interventions that encourage community reintegration and recidivism reduction.
Justice Reinvestment	Reinvesting in the communities most impacted by the criminal justice system supports public safety by addressing the root causes of crime and empowering communities.
Partnership	Collaboration, coordination, information and resource sharing, and communication are essential elements of productive partnerships and critical components of a high-functioning reentry system.
Public Safety	Effective implementation of reentry solutions will reduce recidivism, ensure victims’ rights are protected, and ultimately result in an environment where all members of the community feel safe and secure.
Rehabilitation, Restoration, and Healing	To create a safe and healthy community, rehabilitation, restoration, and healing must inform the decisions, policies, and practices of all stakeholders in a reentry system that is client-centered, trauma-informed, and culturally sensitive.

These statements are meant to be long lasting and to inform the enhancement of both the criminal justice and reentry systems, wherein all system partners and stakeholders share a mutual responsibility for achieving its mission and goals.

And, finally, the Strategic Plan aims to draw on data driven decision making to inform which programs are funded and the quality of program implementation. This objective requires a long-term strategy in the use and coordination of data that includes evaluating and tracking of program performance that can be measured on a periodic basis. The model of performance-based contracting, introduced with this RFP, will allow for continuous monitoring of program performance and fidelity to evidence-based practices as well as development of local knowledge and evidence on what is working for our County’s returning residents.

Reentry Service Hub Model

The service delivery model developed by the CCP, and adopted by the Board of Supervisors, involves multiple organizations--community-based and County departments--working in collaboration to provide services to address the specific criminogenic needs of the AB 109 population and other formerly incarcerated people. In an effort to further develop reentry support systems in each region of the County, the County commissioned the creation of the West County Reentry Success Center and the Central & East County Reentry Network, implementing “no wrong door” and one-stop approaches to reentry services. Thus, the Reentry Success Center in West County and the Central-East Reentry Network System of Services were created. Both

agencies function as initial points of contact for individuals and family members engaged in the reentry process where individuals are provided with a client-centered approach to service access to support their reintegration back into the community.

Reentry Network and Reentry Resource Center

To design the reentry service hubs, the County released an RFP in 2013 for the planning of “One-Stop Centers” that would serve each region of the County, acting as an entry point into the County’s broader reentry system, assisting with multi-disciplinary service coordination, and encouraging collaborative case management. This process resulted in the selection of Emerald HPC International, LLC to lead planning efforts for Central and East County and Further the Work to lead similar efforts in West County. Both contractors facilitated planning activities that ran concurrently for over half a year and that collectively engaged over 130 stakeholders across all sectors and regions of the County. In responding to the unique characteristics of each region, these independent planning projects led to a pair of distinctly different plans to fulfil the purpose and functions of a localized reentry hub. Specifically, a dynamic and decentralized hub was conceptualized in the plan for an *East & Central Networked System of Services*, while the *West County Reentry Resource Center* plan centralized its operations in a place that would include co-located supportive services. After accepting each plan, the County then took steps to bring each vision to life.

The plan for a *Networked System of Services* has been implemented as the Reentry Network (Network) and is available to returning residents in East and Central County. The Network’s strategically located “No Wrong Door” sites extend access to the system’s services in a strategic manner through the East and Central regions of the County. In addition to its functions as a reentry hub, the Network provides access to additional core housing and employment services while also ensuring some services and resources are dedicated to the local jails to better support people in their transition from custody to the community.

Since 2015, the *West County Reentry Resource Center* has been operated by Rubicon Programs, Inc. as the “Reentry Success Center” in the city of Richmond. The Reentry Success Center has existed as a centralized, site-based gathering place for learning, capacity-development, and connecting to reentry services. Gathering resources into one accessible and welcoming hub of integrated services, members of the Reentry Success Center, and their family, can connect with service providers in the Reentry Success Center’s restorative environment. The Reentry Success Center is co-governed through a formal partnership between Rubicon Programs and a multi-sector Steering Committee consisting of 13 members. As with the Network, the Reentry Success Center serves as its region’s main entry point to the County’s array of reentry related services.

It is worth noting that in negotiating contracts for evidence-based program services selected through this RFP, the ORJ will maintain a priority on equitable service access for the target population of AB 109 probationers across each region of the County.

Public Agency Reentry Service Provision

As part of the County's collaborative reentry system, various county departments currently receiving AB 109 funding play a vital role in developing a continuum of reentry services by providing targeted resources to the AB 109 population and expanding access to critical public resources for the overall justice-involved population. Below is a brief description of AB 109 funded public agencies and their reentry services.

Contra Costa County Office of the Sheriff

The Office of the Sheriff is responsible for operating the County's local jails. The County's three jails are Marsh Creek Detention Facility (MCDF), Martinez Detention Facility (MDF), and West County Detention Facility (WCDF). The Sheriff contracts with various agencies and partners with volunteer organizations to provide in-custody programming at each facility. This includes a contract with the Contra Costa County Office of Education (CCCOE) to provide educational classes in group settings at both MCDF and WCDF and through independent studies for those housed at MDF. In 2020, CCCOE launched its Game Plan for Success program which allows individuals to meet with a transition specialist prior to their release from custody in order to develop a transition plan. The transition plan is intended to help identify needed services and contacts in the community to assist individuals in their connections to needed community-based resources upon their release.

Through AB 109, men and women incarcerated in local jails also have access to a weekly support group to help prepare them for their release from custody and successfully access services in the community.

Contra Costa County Probation Department

A dedicated unit of AB 109 Probation Officers provide client supervision and facilitate access to services provided by County and community-based partner organizations. Generally, thirty to sixty days prior to a person's release from county jail to Mandatory Supervision, or to Post-Release Community Supervision (PRCS) from nearby prisons, a Deputy Probation Officer is able to make initial contact with a client and introduce them to the reentry programs and services available to them through the County's system including referrals to the client's nearest reentry service hub. During this initial visitation and interview, the Deputy Probation Officer administers the Ohio Risk Assessment System (ORAS), a validated risk assessment tool that identifies dynamic factors related to an individual's risk of re-offending. This information is utilized to inform case planning activities, programmatic services and interventions, and supports the Probation Officer's supervision strategies. Through this process, areas of criminogenic need are identified and prioritized while an individualized case plan for the client is developed that addresses specific goals and needed services. The individual is then referred to service providers to help meet their needs and to obtain the goals that have been identified and agreed upon. AB 109 Probation Officers also work closely with the County's Behavioral Health Division's Forensic Team to coordinate enrollment in appropriate health related services.

Contra Costa Health Services

The cities of San Ramon, Richmond, and Pittsburg each receive AB 109 funding to support an officer that partners with a Forensic Mental Health Clinician to form a Mental Health Evaluation Team (MHET). These teams of officers and clinicians seek to reduce the number of negative interactions between law enforcement and mentally ill residents by jointly responding to calls and resolving issues with situation appropriate enforcement activities or clinical services.

The Behavioral Health Division's Forensic Team Unit of the County's Health Services Department (HSD) addresses the needs of criminal justice-involved individuals with mental illness, especially those with co-occurring substance use disorders. In custody medication assisted treatment, residential and outpatient substance abuse treatment services are provided by the Alcohol & Other Drugs Services (AODS) Unit. In addition, clients receive assistance with enrollment in state and federal public benefit programs for access to free health care and income supports. The Health, Housing, and Homeless Services (H3) Division of HSD not only provides access to shelter beds for Forensic Team clients, but also for AB 109 individuals who are not diagnosed with co-occurring disorders. Through the Continuum of Care managed by H3, homeless individuals can gain access to an array of supportive services that include daytime CARE Centers and afterhours Warming Centers throughout the county. Coordinated Outreach and Engagement (CORE) Teams are available throughout the County to connect the most vulnerable homeless individuals to services and emergency shelter. CORE Teams also engage people while they are in custody to help expedite their navigation of needed housing resources upon the person's release from custody.

Contra Costa County Employment and Human Services Department (EHSD)

The Employment and Human Services Department (EHSD) receives AB 109 funding for a Benefits Enrollment Specialist and to support some activities of its Workforce Development Board (WDB), each supporting the department's goals of promoting self-sufficiency and reducing poverty in the County. The Benefits Enrollment Specialist works to improve access to public benefit programs managed by the department and enhance the department's understanding of, and response to, the unique challenges faced by formerly incarcerated residents. The WDB uses its AB 109 funding to coordinate with County and community providers, better leverage existing services and develop new employment opportunities for the AB 109 population in designated high growth sectors.

Contra Costa County District Attorney's Office & Office of the Public Defender

In addition to the coordinated care system described above, the County has also allocated a portion of its AB 109 funding to the Public Defender and District Attorney (DA) for an Arraignment Court Early Representation (ACER) program to ensure representation at arraignment for indigent clients; staff support in the Public Defender's Office for a Clean Slate program to aid County residents seeking expungement and related criminal record remedy services; funding in the Public Defender's Office for the development of a "Failure to Appear" warrant reduction program. In addition, a Pre-trial Services program has been implemented in the County, as a partnership between the DA, Sheriff's Office, Public Defender and Probation Department to

provide the local Court with evidence-based recommendations on who is the most able to be safely released from custody pending a trial on the criminal charges that have been filed against them.

SECTION 3. DATA-DRIVEN INTERVENTIONS AND EVIDENCE-BASED PROGRAMS

At the conclusion of this RFP, selected AB 109 service providers will be expected to implement evidence-based programs, while also incorporating evidence-based principles and practices to achieve the greatest possible impact on recidivism reduction. For this RFP, evidence-based housing and employment services ***should be selected from those that have been proven effective for the target population by multiple national research studies and must be implemented with fidelity to the research.*** Applicants are encouraged to consult with the Pew Charitable Trust’s Results First Clearinghouse Database, found online at:

<https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>

This online resource includes information on over 3,000 programs that have been rigorously evaluated by one or more of nine clearinghouses. Practices and programs not found in the clearinghouses may fit the criteria of promising or innovative depending on the level of evidence available.

Level of Evidence	Criteria
Model	Model practices have the highest level of scientific evidence demonstrating that they are effective. For practices to be consider Model, they must be listed in a credible EBP Clearinghouse at that level; or, in the Results First Clearinghouse Database as Highest rated.
Promising	Promising practices have valid scientific evidence demonstrating effectiveness. Often these practices can be listed in an EBP clearinghouse as the second-highest level of evidence. They must be supported by at least one evaluation by an independent researcher using experimental or quasi-experimental research methods showing a statistically significant positive impact.
Innovative	Innovative practices allow for local innovation and provide some evidence that the intervention is effective. These practices must have demonstrated positive outcomes through previously collected data.

Fidelity. The provision of evidence-based services requires the evaluation of the delivery of those services to ensure fidelity to the EBP. When practices operate with integrity, they will directly impact the success of desired outcomes. In response to this RFP, applicants must describe what adaptations, if any, will be made to the evidence-based practices they propose. Examples of potentially low risk adaptations include changing language translation or modification; replacing images to reflect the target audience; or, adding culturally relevant examples. High risk adaptations would include omitting key content; reducing the number or length of sessions; eliminating key messages or skill areas; or, using staff who are not adequately trained or qualified. In addition to any proposed adaptations to the EBP, applicants must describe how they will monitor fidelity and Risk-Need-Responsivity principles as described below.

Performance Measures & Deliverables. This RFP's *performance-based contracting* approach necessitates the use of performance measures, or data indicators, that are aligned with the program's logic model. These performance measures focus on whether participants are better off as a result of the services provided and also refer to specific program activities and how well they were implemented. All data indicators identified in your program's logic model will need to be collected by your agency in order to measure program process, activities, outputs and outcomes. Program implementation will also be assessed drawing on these measures and a willingness to reconfigure services to enhance program outcomes is expected.

Risk-Need-Responsivity Model. Evidence-based principles for effective intervention for justice-involved individuals include the Risk-Needs-Responsivity (RNR) model. This model states that an individual's level of risk of recidivism and criminogenic needs should determine the appropriate intervention(s) pre- and post-release from custody. The RNR model is based on the following 3 principles:

1. Risk principle: Match the level of service to the individual's risk of reoffending. Higher risk individuals should receive more intensive service interventions. Intensive intervention for low-risk individuals can increase recidivism.
2. Need principle: Assess criminogenic needs and target them in service provision. High-risk individuals should receive intensive services, while low-risk individuals should receive minimal or no interventions.
3. Responsivity principle: Maximize the individual's ability to learn from a rehabilitative intervention by providing cognitive behavioral treatment and tailoring the intervention to the learning style, motivation, abilities, and strengths of the individual.

In order to best facilitate incorporation of the RNR principles, the ORJ has contracted with George Mason University to provide access to their web-based RNR assessment tool for all contracted service providers. This tool assists service providers with prioritization of client needs and also identifies client strengths that can be leveraged, suggests interventions best suited to address criminogenic needs, and recommended dosage level of services. Awarded agencies under this RFP will have access to this web-based tool and will be expected to utilize the assessment's results to inform program dosage. Trainings will be provided by the County at no cost to the contracted agency.

This tool is not intended to serve as a replacement of other assessment tools that may be more applicable to specific services but is considered complementary to other effective assessments

The Contra Costa County reentry system seeks to deliver a variety of research-informed and evidence-based program services in both pre- and post-release settings, designed to ensure that the person's transition from prison or jail to the community is both safe and successful. Without the assistance needed to foster successful community reintegration, individuals are more likely to prolong justice-system involvement.

Under this RFP, proposals should design evidenced-based reentry services that address criminogenic needs of the target population through RFP Service Areas described in Section 4. Specific services should: utilize a program model that is informed by research; is coordinated with the regional reentry service hubs and its services; leverages and integrates the agency's existing supportive services into its program design, as feasible, and; aligns the program's success with measurable outcomes directly related to the benefits of the program as defined by the EBP research literature.

NOTE ON IN-CUSTODY AND/OR PRE-RELEASE SERVICES:

Respondents may seek to develop a pre-release component to their proposed service. In this case, all in-custody access must be negotiated with the Contra Costa County Sheriff's Office directly.

Selected awardees under this RFP will have to comply with the Sheriff's Office jail clearance application process. The ORJ will coordinate with the Sheriff's Office and program staff to address any foreseeable challenges to program implementation resulting from denied jail clearances.

SECTION 4. AB 109 FUNDING AND SERVICE AREAS

4.1 Funding Amounts for FY2022-25

The total amount of funding available and the projected amount of funding for each of the service areas are projections based on current realignment funding provided to Contra Costa County based on the State formula. No guarantee of the total funding amount is made or implied by this request for proposals. The actual funding amount will not be known until the State FY 2022-23 budget is approved.

All funding decisions made on the basis of this RFP are subject to continued availability of State Realignment funding. Contracts developed based on this RFP will be for one year, renewable by the Board of Supervisors for up to two additional years without a new solicitation on a year-by-year basis at the recommendation of the Probation Department's Office of Reentry & Justice, contingent on achievement of outcomes, service utilization, and State funding availability.

4.2 Service Areas

Based on research and an analysis of local data, the following priority service areas have been identified to address factors that have been linked to recidivism among the local AB 109 population. (See Appendix A for a full description and funding allocation for each area.)

Service providers will be expected to utilize the *Risk-Needs-Responsivity* framework as the basis for identifying appropriate evidence-based interventions that will address clients' criminogenic needs.

The County intends to fund evidence-based services in the following areas:

- ***Employment & Workforce/Job Placement Services***
- ***Housing Services***

The funding allocation for each service area will be distributed across the three regions of the County (West, Central and East regions).

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, operational and fidelity measures, dosage and unit cost, and ability to partner with local criminal justice agencies for coordinated service delivery.

As discussed previously, providers are highly 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 services to be***

implemented have been proven effective for the target population by multiple national research studies and will be implemented to fidelity.

SECTION 5. RFP MANDATORY REQUIREMENTS

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation or departure from these requirements.

1. All Responders shall submit one (1) electronic response via BidSync (<https://www.periscopeholdings.com/s2g>) no later than **12:00 P.M. (noon) on Friday, January 28, 2022**. Any response received after the deadline will be rejected. **Postmarked, faxed and e-mailed submissions are not acceptable.**
2. The electronic response must be a single file, scanned image of the original hard copy with all appropriate signatures.
3. The ORJ will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per this RFP. Responses that are non-compliant with any technical requirement will not move forward to the Review Panel for evaluation.
4. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
5. A response may be withdrawn in person via BidSync prior to **12:00 P.M. (noon) on Tuesday, February 8, 2022**. If withdrawing a response, the person must be a signatory or identified point of contact in the response, provide appropriate government issued picture identification (i.e. driver's license), and sign a receipt attesting to his/her withdrawal of the response. Any timely withdrawn response will not receive any further consideration by the County.
6. All Respondents are required to attend the Bidders' Conference Webinar scheduled for **12:00 P.M. (noon) on Wednesday, January 12, 2022**. Please register in advance for the Bidders' Conference at:
https://us06web.zoom.us/webinar/register/WN_8lt5yVpyTUCiOqPhmSf44w
7. Any questions regarding this RFP should be submitted via BidSync before **12:00 P.M. (noon) on Tuesday, January 18, 2022**.
8. The ORJ may amend this RFP, if needed, to make changes or corrections to specifications or provide additional information. The ORJ may extend the RFP submission date, if necessary, to allow responders adequate time to consider amendments and submit required information.
9. The RFP process may be canceled in writing by the County prior to any awards being made by the Contra Costa County Board of Supervisors if the County determines that cancellation is in the County's best interest.
10. With respect to this RFP, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best

interests of the County.

11. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response.
12. All responses will be reviewed by the ORJ for compliance. A Review Panel will evaluate all compliant responses submitted. Responders will be notified of the Review Panel's recommendation in writing. Award of a Contract by the Board of Supervisors will constitute acceptance of a response. The acceptance of a response will officially begin the Contract development and negotiation process for the RFP.
13. Only Responders submitting a response in accordance with RFP #2111-522 may appeal the RFP process. Appeals must be submitted in writing and should be addressed to Esa Ehmen-Krause, Chief Probation Officer, and received at 50 Douglas Dr., Martinez, CA 94553, no later than **5:00 P.M. on Monday, March 21, 2022**. Notification of a final decision on the appeal shall be made in writing to the Responder within five (5) days of the County receiving an appeal, not counting the day the appeal was submitted, and this time for notification shall be extended to the next business day if the last day for such notification falls on a weekend or County holiday. The decision of the Chief Probation Officer shall be final and not subject to further review. When submitting any appeal, an appellant must clearly state the action appealed, the harm to the appellant, and the remedy sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in this RFP or any of its addenda or amendments.
 - There has been a violation of any conflict of interest provisions provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.
14. Successful responders will be expected to promptly enter into contract negotiation with the ORJ upon acceptance of their response. This may result in mutually agreed upon changes in plans or activities identified in their response. As a result of this negotiation process, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of the County in releasing this RFP. Contractors will be eligible to bill for services provided on and after the effective date of an executed Contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of an executed Contract.
15. Once the Contract has been executed, the Contractor will be expected to make services provided under the Contract available to Clients within 60 days of the effective date of the

Contract.

16. Once in contract, the Contractor will be expected to comply with all applicable fair chance employment hiring practices and procedures established by California's Fair Chance Act and codified in Government Code section 12952.
17. The ORJ will actively monitor service implementation and delivery and monitor Contract performance on behalf of the County. Any material breach of Contract terms or obligations will constitute grounds for terminating the Contract.
18. All responses to this RFP become property of the County at the moment they are submitted and without obligation to any Responder. Each response will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25) once a contract is awarded by the County's Board of Supervisors, or this RFP process is canceled. The County has discretion to publicly disclose the contents of any response prior to the conclusion of this RFP process.

SECTION 6. RESPONSE INSTRUCTIONS

1. Responses shall consist of a single packet containing all required documents and any allowable supporting information. Each responder must submit one (1) original response via BidSync (<https://www.periscopeholdings.com/s2g>).
2. The project narrative shall be typed double-spaced and printed on 8 1/2" x 11" paper with no less than 1" margins on all sides, using an easy to read 12-point font. **Total project narrative shall not exceed 15 pages collectively, excluding cover sheet and required attachments.**
3. All pages in each submitted response packet must be numbered consecutively beginning with the Cover Sheet as page 1 and ending on the final page of the response packet.
4. All information in each response packet must be presented in the following sequence:

RESPONSE OUTLINE

SECTION I — COVER SHEET AND TABLE OF CONTENTS

A. Cover Sheet (Form #1)

The Response Cover Sheet with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director (*or equivalent titles*) must be the top document to the response packet and precede both the Table of Contents and the response narrative.

B. Table of Contents

SECTION II — PROJECT NARRATIVE

(Maximum 15 pages, double-spaced, 1-inch margins, 12-point font. The program logic model will not count toward the page limit for this section.)

Please submit a brief response stating your interest in providing the services in one or more of the areas listed in this solicitation. If your organization is interested in providing more than one service, please submit separate responses for each separate service.

Include the following information in your response. Please number your responses to match the following items in order to allow the review panel to better assess your proposal. (Narrative responses must be consistent with the information provided throughout the response package to avoid loss of points.)

1. Service Description (20 points)

- A. Identify the **service area** from the list which your organization is interested in providing services to the target population.
- B. Describe the **specific services** your organization is interested in providing, including service location(s), key interventions and expected client outcomes. All service providers are encouraged to include proven cognitive/behavioral interventions specific to the criminal justice population.
 - a. Estimate the number of clients to be served during the twelve-month period from July 1, 2022 through June 30, 2023.
 - b. 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).
- C. Describe how your proposed service provision will account for RNR factors. (See Appendices B and C for details on risk, need, and responsivity factors.)
- D. Describe **specific strategies for maintaining client engagement** and retention as related to **responsivity factors**. (See Appendices B and C for details surrounding responsivity factors.)
- E. Describe the data collection infrastructure, tools, systems and/or processes that will be utilized to support collecting and monitoring your program's **implementation and outcome data**. These data points and measures should be aligned with the Program's Logic Model, see below. Applicants selected for funding will meet with the ORJ to refine these measures for inclusion in service contracts to be approved by the Board of Supervisors.
- F. Provide a program logic model that graphically represents the linkages among the program targeted population, resources, activities, outputs, and initial, intermediate- and long-term outcomes related to a specific problem or situation. The logic model should synthesize the main program elements into a picture of how the program is supposed to work and make explicit the sequence of events that are presumed to bring about change. Please see the attached examples and template for your reference. (The program logic model will not count toward the page limit for this section.)

2. **Evidence-Based Program (20 points)**

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

- A. Identify the level of evidence (model, promising, innovative) and the research base that confirms the effectiveness of the proposed services in reducing recidivism with moderate to high-risk populations similar to AB109 participants.
- B. Describe the process for ensuring fidelity of implementation of evidence-based practice. Please also describe in detail any adaptations to fidelity. (Adaptations to fidelity may only be low risk adaptations.) 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.
- E. Please complete the Results First Clearinghouse Evidence-Based Program Rating & Summary Table. This form is intended to summarize details of the research literature surrounding the EBP found in the Results First Clearinghouse into a 1-2 page brief. A template can be found in this packet. This form will *not* count toward the page limit for this section.

3. Performance Measures & Deliverables (30 points)

- A. Describe how your organization plans to manage, track, and collect data related to monitoring progress toward process and program outcomes as detailed in your proposed logic model.
- B. Describe your organization's technical capacity to collect and report all required data including service delivery statistics (number served, units of service, dosage by client, etc.), and program implementation and outcome measures.
- C. Describe how your organization plans to identify and implement program changes and improvements using data and information gathered while tracking progress toward outcomes.
- D. Please identify and document any potential obstacles for tracking and reporting of performance measures and deliverables. Please describe how those obstacles will be addressed and mitigated.

4. Multi-Disciplinary Collaboration (10 points)

Please describe the connection(s) between your organization's proposed services and the overall AB 109 service delivery model, including strategies for information sharing, multi-disciplinary service delivery, interagency communication and coordination, and shared responses to participant behavior.

5. Statement of Organizational Qualifications (20 points)

Provide details indicating factors that uniquely qualify your organization as the best provider for these services. 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.

- A. *Service History.* Identify the services your organization has provided to high-risk individuals in the criminal justice population similar to AB 109 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).
- B. *Justice System Collaboration.* 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.
- C. *Responsivity.* Describe your organization's understanding of the responsivity factors associated with your reentry service and your history of addressing these. (See Appendix C: Glossary of Terms for definition and description of responsivity principle.)
- D. *Interagency Collaboration.* 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.
- E. *Staff Training.* Describe your organization's staff training plan and your commitment to participate in additional trainings through AB 109 funding regarding effective, evidence-based interventions and services to the target population.
- F. *Data Collection and Reporting, and Continuous Service Improvement.* 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 your organization's commitment to continuous program improvement to enhance effective coordination throughout the AB 109 service provider network.

Section III — BUDGET NARRATIVES (10 points)

(Narrative length should be up to 6 double-spaced pages.)

1. Fiscal Management Information

- i. Provide a brief description of the lead agency's accounting system and internal controls. Include the following *as appropriate*:
 - a. Overall system (accrual, double-entry, automated or manual)
 - b. Timekeeping system
 - c. Inventory system
 - d. Payroll system
 - e. Cost allocation plan and methodology

- f. Ledger system for receivables, payables, expenses, disbursements, petty cash
- ii. Explain how your fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.
- iii. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies.

2. Budget Narrative

Please include a draft budget covering the time period from July 1, 2022 through June 30, 2025. 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 ORJ and the CCP Executive Committee.

Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations used. The inclusion of matching resources should be easily identifiable on the line-item budget, and the cost basis for this clearly described in the budget narrative. Every item below must be completed, if applicable, and include the minimal narrative requirements described.

- i. Administration and Support Staff

Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity. List such staff in both categories, and the included narrative for each entry should indicate title, rate of pay or full salary, and time allotted to this project as a full-time equivalent position (FTE).

- ii. Payroll Fringe Benefits

Report estimated costs of benefits, vacations, sick leave and training days on the line-item budget. Narrative shall list staff by title, FTEs, pay rate and amount of time allocated. Include for each staff title by type (FICA, SUI, FUTA, Worker's Compensation, leave and health and other insurance), applicable rates or basis.

- iii. Operations

- Occupancy

Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.

- Utilities

Describe all applicable factors and basis for allocating cost to program.

- *Telephone, Postage, Insurance, Equipment*

List by type, justification of cost and basis for allocating cost to program.

- *Printing/Photocopying*

List cost by type and describe justification for cost and basis for allocating costs to program.

- *Materials*

List by type and describe justification of cost.

- *Travel*

Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.

- *Other Costs*

Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services. Each item over \$100 should be explained individually.

iv. Indirect/Profit Rates

A Responder may include an indirect rate or a rate of profit, or both, such that the aggregate amount of these expenses does not exceed 15% of the total award being sought.

B. Line-Item Budget

(Please see Attachment A for Budget Template.)

- i. Complete a line-item budget for the project that would show annual costs required **for all 3 (three) years**. This includes all costs, including those not provided by the County, and the source of funding that will be used to cover each cost. The budget shall also include a breakdown of all costs that demonstrate computations for each budget category (i.e., Personnel, Benefits, Supplies, Local Travel, etc.). Proposed budget is expected to be complete, reasonable, cost effective, and necessary for the activities proposed.
- ii. Budget should clearly indicate the availability of matching resources and their source. Matching resources, for the purposes of scoring proposals, are external funding sources, or other resources with a distinct dollar amount, that are clearly identified in a proposal's budget and is proposed as leverage for the funding sought through this RFP. The total amount of matching resources must be reasonable and amount to a recommended minimum of 10% of the total cost of the proposed project to receive preferential scoring. Other AB 109 funding awarded by Contra Costa County may be included in total program costs but may not be counted as a matching resource. If the value of volunteer labor is included as match, this value should be calculated using a volunteer rate of no more than \$15 per hour. A preferential score for matching

resources, of up to 5% of the applicant's total score, will be added to the applicant's final score.²

- iii. The line-item budget will not count towards any page limit.

Section IV — ORGANIZATIONAL CHART

Attach a current organizational chart to the response after the Statement of Interest. *The organizational chart will not count towards any page limit.*

Section V — CV/RÉSUMÉS

Attach, after the organizational chart, a current resume or CV for each staff member expected to work on this project, and the executive management of the organization. Clearly indicate any positions you expect that you will need to hire and include a job description for this role. *Any attached resume, job description, or CV will not count towards any page limit.*

Section VI — PROJECT TIMELINE

Provide a Gantt chart or similar structure to outline the project's activities, phases, and milestones. For each identified action and task, the chart should show responsibilities (persons, organizations, agencies), dependencies (actions and tasks which must be completed before subsequent actions and tasks may be initiated or completed), and milestones (significant dates in the implementation process). *Attached timeline will not count towards any page limit.*

Section VII — ADDITIONAL SUPPORTING DOCUMENTATION

Provide any additional supporting documentation including leases, MOUs, letters of support, etc. such that the total number of additional supporting documents included under this section does not exceed five (5) additional supporting documents.

Section VIII — FISCAL ATTACHMENTS

Non-profit proposers must provide a copy of:

- A. A recent audit (within 12 months) or audited financial statement attached to the original copy of the response. *If the organization has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons for not ever*

² Please note that the amount of matching resources required is a percentage of the total project cost and not a percentage of the amount of funding requested for the project. For instance, a project with a total cost of \$1,000,000 from all sources (including any match) would mean that you would be required to show at least \$100,000 in match funding for this project and could request a maximum award of \$900,000. However, 10% of a \$900,000 award request would only be \$90,000 and therefore matching resources of this amount would not meet the minimum match requirement of 10% of the total project cost (\$100,000).

having conducted an independent audit, and a certification from the Chair of the Board of Directors, Executive Director, and the agency accountant that the information accurately reflects the agency's current financial status. Also submit:

- i. Current agency-wide Budget
- ii. Balance Sheet
- iii. Profit and Loss Statement
- iv. Manual of Fiscal Procedures and Policies, *if available*
- v. Current Board of Directors' Bylaws
- vi. Roster of the organization's Board of Directors including the directors' names, titles, phone numbers, and email addresses.
- vii. 501(c) 3 Letter.

For profit proposers must provide a copy of:

A. A recent audit (within 12 months) or audited financial statement attached to the original copy of the response. *If the company has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons for not ever having conducted an independent audit, and a certification from the Chair of the Board of Directors, C.E.O., and the company accountant that the information accurately reflects the company's current financial status. Also submit:*

- i. Most recent company Annual Report
- ii. Current company Budget
- iii. Balance Sheet
- iv. Profit and Loss Statement
- v. Manual of fiscal procedures and policies, *if available*
- vi. Current Board of Directors' Bylaws

SECTION 7. SCORING CRITERIA

Reviewers will assess the merits of each completed proposal, assigning up to 105 points for the individual elements of the proposal as described below, including the possible 5 points for preferential matching resources.

RFP CRITERIA AND SCORING	
Review Criteria	Points
<p>Service Description: The extent to which the program services description aligns to the logic model and describes the measurable: inputs, services and activities; process and performance measures and outputs; and short, medium and long-term outcomes.</p> <ul style="list-style-type: none"> • Are services and activities quantified and clearly described? (4) • Are the proposed services responsive to the target population? (4) • Are the program implementation and performance outcome measures appropriate to determine the impact of the program? (4) • Are specific strategies for obtaining and maintaining client engagement clearly described? (4) • Does the service description discuss how RNR factors will be addressed? (4) 	20
<p>Evidence-Based Program: Demonstration of Evidence</p> <ul style="list-style-type: none"> • To what extent does the research base confirm the effectiveness of the proposed services? (7) • Is assessment of program implementation to fidelity clearly documented? (7) • Are any adaptations to the research evidence clearly described and limited to low-risk adaptations? (6) 	20
<p>Multi-Disciplinary Collaboration: Articulation between your organization’s proposed services and the overall Reentry Services delivery model.</p> <ul style="list-style-type: none"> • To what extent do the proposed service(s) align and integrate with the County’s Reentry Services delivery model? (5) • Are strategies for interagency communications and coordination clearly described? (5) 	10
<p>Statement of Organizational Qualifications: The extent to which the applicant demonstrates capacity to deliver services.</p> <ul style="list-style-type: none"> • Does the applicant clearly describe a history of successful service delivery to high-risk individuals in the criminal justice population? (4) • Does the applicant have a history of successful interagency collaboration with criminal justice and other social service providers? (4) • Does the applicant indicate a history of local detention facility clearance? (4) • What is the extent to which staff are qualified and adequately trained to provide effective reentry services as identified by staffing proficiencies? (4) 	20

<ul style="list-style-type: none"> Does organizational leadership clearly demonstrate a commitment to and have a history of service deliver with the program scope of work? (4) 	
<p>Performance Measures & Deliverables</p> <ul style="list-style-type: none"> To what extent does the applicant detail existing data collection infrastructure, systems and processes to support the program? (5) To what extent does the applicant describe its plan for program performance evaluation and continual quality improvement? (5) How well does the program logic model convey the relationship between program requirements (inputs), the proposed activities (outputs), and the end results of the project (outcomes)? (5) How well does the applicant identify potential obstacles for tracking and reporting of performance measures and deliverables, and how those obstacles will be addressed and mitigated? (5) To what extent does the organization have the <u>technical</u> capacity to collect, track, analyze and report on outputs and outcome(s)? (5) 	25
<p>Budget: The budget request and total budget is reasonable and is sufficient to achieve the proposed outcomes. (5)</p>	5
Total Points	100
<p>Preferential Points for Matching Resources: Existing or potential resources are provided to supplement funding. Points equaling up to 5% of the applicants total score will be added to the applicant’s total score. The addition of these preferential points will make up the applicant’s final score.</p> <ul style="list-style-type: none"> To what extent are matching resources identified that will expand capacity or continue services without duplicating existing efforts? (up to 5%) 	

APPENDIX A: ESTIMATED FUNDING ALLOCATIONS OF SERVICE AREAS

1. **Employment & Workforce/Job Placement Services**

Suggested services, but not limited to: Workforce development and preparation for job application (resume development, interview practice and coaching); transferable skills and career exploration and goal setting; job placement and coaching for job retention and promotion.

Funding: \$2,351,490 is available to fund services in this area for FY 22-23 with a projected total amount of \$7,268,220 over three years.

Target Population: 125 moderate to high risk participants per year.

Criminogenic Need/Responsivity Factor: Community employment.

Performance Measures: Job placement, job retention and career advancement; increased measures of self-sufficiency and replacement of governmental supports with legal income.

2. **Housing Services**

Suggested services, but not limited to: Housing paired with supportive services to address underlying behavioral health needs based on levels of need.

Funding: \$1,310,160 is available to fund services in this area for FY 22-23 with a projected total amount of \$4,049,574 over three years.

Target Population: 50 participants per year

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

Performance Measures: Physical safety, ability to participate in behavioral health services and other programmatic services; development of on-going support for stable housing and employability.

APPENDIX B: PRINCIPLES OF EVIDENCE-BASED SERVICES

The Risk Principle (WHO) is the prioritization of supervision and treatment services for individuals at higher risk of re-offending. Shifting resources to these individuals results in much greater gains in public safety, while targeting those with lower risk factors can actually increase their likelihood of recidivism. By focusing on individuals with high risk factors, programs are able to address multiple criminogenic areas with greater intensity, thus resulting in greater impact on behavior.

The Need Principle (WHAT) directs intervention resources to address primarily those areas which are directly linked to criminal behavior. While individuals have a variety of needs, not all have an equal impact on their risk to reoffend. Primary criminogenic needs include: a history of antisocial behavior; anti-social personality pattern; antisocial/pro-criminal attitudes, values, and thinking; and pro-criminal associates. Secondary criminogenic needs include family dysfunction; low levels of educational and vocational achievement; low levels of prosocial activities; and abuse of alcohol and/or drugs. All services should target primary criminogenic needs as well as any other areas addressed.

The Dosage Principle (HOW MUCH) directs programs to provide direct client services at a minimum of 100-150 hours for moderate risk and 200+ hours for high risk (across multiple criminogenic need areas) 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.

The Responsivity Principle (HOW) requires that service delivery match specific characteristics of individuals in order for them to benefit. Independent of the type of service being delivered, evidence shows that the criminal justice population most benefits from services that are cognitive and behavioral in nature. That is, services should identify and address anti-social thinking and build pro-social skills through extensive behavioral practice. Responsivity also includes the consideration of culture, gender, motivational stages, and learning styles, and logistical considerations and community functioning, such as transportation, housing, food, or behavioral 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 criminal justice population includes many individuals still at a pre-contemplative stage with regard to treatment and change. Responsivity requires 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. Service providers are expected to show the willingness and ability to respond immediately to client-determined needs and

goals, to work flexibly under the service hub framework to provide coordinated services across providers, and to provide field-based services in the community as needed to reduce barriers to service engagement.

The Fidelity Principle (HOW WELL) is the extent to which a practice is implemented in a way that adheres to the protocol of the evaluated practice. Practices that are implemented with fidelity demonstrate that critical elements including the type, amount, and quality of the services are provided. Fidelity applies to practices or programs at each level in the framework: Model, Promising and Innovative. Model and Promising EBP often have guidance provided on what adaptations are considered low risk. Innovative EBP may also implement the program "to fidelity" by implementing the established program as evaluated. In all programs, adaptations to the services may be made; however, it is strongly encouraged that adaptations be considered low risk adaptations. Low risk adaptations do not change how critical program elements are provided.

APPENDIX C: GLOSSARY OF TERMS

Cognitive Behavioral Therapy Interventions: Cognitive behavioral therapy interventions are a class of therapeutic interventions based on a common theory about the connection between our thoughts, attitudes and beliefs — cognitions — and our behavior. The core premise of cognitive behavioral therapy is that the way we think about situations shapes our choices, behavior and actions. If flawed or maladaptive thoughts, attitudes and beliefs lead to inappropriate and even destructive behavior, then changing those thoughts, attitudes and beliefs can lead to more appropriate, pro-social behavior.

Cultural Competence: Cultural competence³ is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations. 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.

The word **culture** is used because it implies the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word **competence** is used because it implies having the capacity to function effectively. Five essential elements contribute to a system's institution's, or agency's ability to become more culturally competent which include:

1. Valuing diversity
2. Having the capacity for cultural self-assessment
3. Being conscious of the dynamics inherent when cultures interact
4. Having institutionalized culture knowledge
5. Having developed adaptations to service delivery reflecting an understanding of cultural diversity

These five elements should be manifested at every level of an organization including policy making, administrative, and practice. Further these elements should be reflected in the attitudes, structures, policies and services of the organization.

Dosage Principle: The Dosage Principle speaks to the number of programmatic services hours necessary to achieve a measurable reduction in recidivism based upon the individuals risk level. This principle directs programs to provide direct client services at a minimum of 100-150 hours for moderate risk and 200+ hours for high risk (across multiple criminogenic need areas) in order to achieve a measurable reduction in recidivism. Dosage under one hundred hours produces relatively small effects for this population. High intensity programs should be provided and

3 Cross, T., Bazron, B., Dennis, K., & Isaacs, M., (1989). *Towards A Culturally Competent System of Care, Volume I*. Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.

should occupy 40% to 70% of participants free time in order to be effective. Please also see Appendix B.

Evaluation:

Project Evaluation

A project evaluation is a comprehensive written evaluation plan that includes activities for both process and outcome measures. Distinguishing between process and outcome evaluations can be similar to considering the stage of development of your program against your program logic model. In general, process evaluation focuses on the first three boxes of the logic model: inputs, activities, and outputs (CDC, 2008).

Process Evaluation⁴

A process evaluation enables you to describe and assess your program's activities and to link your progress to outcomes. This is important because the link between outputs and short-term outcomes remains an empirical question. The purpose of a process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: "What is the program actually doing and is this what we planned it to do?" "Were the expected resources available?" "Did those resources produce the planned activities?" Examples of process measures could include:

- Project staff have been recruited, hired and trained according to the proposal.
- Activities/strategies have been implemented on time according to the proposal.
- Number of interagency agreements entered into by the program compared to the number planned.
- Number of trainings conducted.
- Number of neighborhood meetings conducted.

Outcome Evaluation⁵

Outcome evaluation, as the term implies, focuses on the last three outcome boxes of the logic model: short-term, intermediate, and long-term outcomes. Outcome evaluation allows researchers to document health and behavioral outcomes and identify linkages between an intervention and quantifiable effects.

The purpose of an outcome evaluation is to identify whether the program "worked" in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" "Did the resources and activities produce the anticipated outputs?" "Did those outputs lead to the intended outcomes?" Examples of outcome measures include:

⁴Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

⁵ *Id* at pp. 7-8.

- Results of pre/post surveys (e.g., changes in the reported confidence/trust in law enforcement among community members).
- Implementation of regular, ongoing community forums where law enforcement/community dialogue takes place.
- Changes in policies at the Lead Agency level to reflect procedural justice principles.

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

Evidence-Based Practice: The National Institute of Corrections (2009) describes evidence-based practice as follows:

“Evidence-based practice 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.”

Fidelity Principle: The Fidelity Principle is the extent to which a practice, program or intervention is implemented as designed; that is, in a way that adheres to the protocol of the evaluated practice or as the program was intended. Practices that are implemented with fidelity demonstrate that critical elements including the type, amount, and quality of the services are provided. Fidelity applies to practices or programs at each level in the evidence framework: Model, Promising and Innovative. Model and Promising EBP often have guidance provided on what adaptations are considered low risk. Innovative EBP may also implement the program "to fidelity" by implementing the established program as evaluated. In all programs, adaptations to the services may be made; however, it is strongly encouraged that adaptations be considered low risk adaptations. Low risk adaptations do not change how critical program elements are provided.

Gender Responsiveness: Gender responsiveness speaks to services designed with an understanding of the unique etiology of criminal behavior among women and men. Gender-responsive programming is designed to account for the unique challenges faced by females

reentering the community from custody while capitalizing on some of the characteristics that make women more amenable to programmatic success. In particular, programming that includes mental health components, supplementary services addressing female-specific topics, treatment for trauma, aftercare, childcare, and parenting classes have been linked to reductions in relapse and increases in treatment retention following release from custody.

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program⁶.

Examples of goal statements⁷:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities⁸. Objectives detail the tasks that must be completed to achieve goals⁹. Descriptions of objectives in the proposals should include three elements¹⁰:

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

Examples of program objectives¹¹:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.

6 Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

7 *Id.* at p. 4.

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

9 *Id.*; see *supra* fn 1.

10 Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

11 *Id.*

- To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

Harm Reduction: Harm reduction is a set of practical strategies aimed at reducing the negative consequences associated with drug use. It is also a movement for social justice built on a belief in, and respect for, the right of people who use drugs.

Housing Models

1. Housing First

Housing First is an approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements:

- There is a focus on helping individuals and families access and sustain rental housing *as quickly as possible and the housing is not time-limited*;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- Such services are time-limited or long-term depending upon individual need; and
- Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

(Source: National Alliance to End Homelessness.)

2. Permanent Supportive Housing

Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities. Research has proven that supportive housing is a cost-effective solution to homelessness, particularly for people experiencing chronic homelessness. Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.

(Source: U.S. Interagency Council on Homelessness.)

3. Rapid Rehousing

Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions — like employment, income, absence of criminal record, or

sobriety — and the resources and services provided are tailored to the unique needs of the household.

Rapid re-housing has the following core components:

a. Housing Identification

- Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
- Address potential barriers to landlord participation such as concern about short term nature of rental assistance and tenant qualifications.
- Assist households to find and secure appropriate rental housing.

b. Rent and Move-In Assistance

- Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.

c. Rapid Re-Housing Case Management and Services

- Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
- Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
- Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
- Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
- Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
- Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment, and community-based services (if needed and appropriate), so that they can sustain rent payments independently when rental assistance ends.
- Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.

(Source: U.S. Interagency Council on Homelessness.)

4. Transitional Housing

Transitional Housing: a project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living.

The housing is short-term, typically less than 24 months. In addition to providing safe housing for those in need, other services are available to help participants become self-sufficient. (Source: U.S. Department of Housing and Urban Development.)

5. Sober Living Homes

A supportive alcohol and drug free living environment for individuals attempting to maintain abstinence from alcohol or drugs in their life. Such programs do not mandate treatment but strongly encourage participation in 12-step support groups. These group living environments offer transitional space for people living incarceration, formal addiction treatment centers or other residential placement. They typically employ house rules which may include curfews, house chores or duties and other rules related to conduct. The participant is generally responsible for their rent and encouraged to work and engage in all other normal life functions from within a peer-supported environment.

Logic Model: A logic model is a graphic representation of the theory of change that illustrates the linkages among program resources, activities, outputs, audiences and short-, intermediate- and long-term outcomes related to a specific problem or situation. A logic model synthesizes the main program elements into a picture of how the program is supposed to work. It makes explicit the sequence of events that are presumed to bring about change. Often this logic is displayed in a flow-chart, map, or table to portray the sequence of steps leading to program results.

Creating a logic model allows stakeholders to improve and focus program direction. It reveals assumptions about conditions for program effectiveness and provides a frame of reference for one or more evaluations of the program. A detailed logic model can also be a basis for estimating the program's effect on endpoints that are not directly measured. For example, it may be possible to estimate the rate of reduction in disease from a known number of persons experiencing the intervention if there is prior knowledge about its effectiveness.

Logic model elements include:

- *Target Population:* Who the program is seeking to serve
- *Inputs:* Resources necessary for program implementation
- *Activities:* The actual interventions that the program implements to achieve health outcomes
- *Outputs:* Direct products obtained as a result of program activities
- *Outcomes* (initial, intermediate, long-term): The changes, impacts, or results of program implementation (activities and outputs). It is *theories of change* that allow researchers/evaluators to hypothesize that a program's intermediate and long-term outcomes are a result of short-term outcomes, which are a result of the activities implemented.

Matching Resources: A resource match is defined as a "cost sharing" or "investment" in a project. Matching resources are typically stated as a percentage of the total project costs for an award. For example, a 20 percent match on a \$100,000 project would be \$20,000, where \$80,000 is provided by the funding agency and \$20,000 is provided by the recipient. It is worth noting

that Federal grant awards cannot be utilized as matching resources (except where specifically allowed under the award). Further, volunteer services are allowed and must be documented and claimed in the same classification as employees.

Motivational Interviewing: Motivational interviewing is a client-centered, directive method designed to enhance client motivation for behavior change. MI focuses on exploring and resolving ambivalence by increasing intrinsic motivation to change and can be used by itself or in combination with other interventions.

Needs Principle: The Needs Principle directs intervention resources to address primarily those areas which are directly linked to criminal behavior. While individuals have a variety of needs, not all have an equal impact on their risk to reoffend. Primary criminogenic needs include: a history of antisocial behavior; anti-social personality pattern; antisocial/pro-criminal attitudes, values, and thinking; and pro-criminal associates. Secondary criminogenic needs include family dysfunction; low levels of educational and vocational achievement; low levels of prosocial activities; and abuse of alcohol and/or drugs. All services should target primary criminogenic needs as well as any other areas addressed.

Population Tiers: The following tiers have been established among the justice involved population to identify the circumstances that best reflect the individual's more recent interaction with the criminal justice system. Nine tiers have been established and include:

1. Currently on AB109 Probation in Contra Costa County
2. Currently on felony Probation in Contra Costa County
3. Has spent at least 30 days in any jail/prison and was released in the last 3 years
4. Has criminal charges pending and is currently awaiting trial
5. Currently on informal/court probation
6. Has been convicted of felonies and is in a special (drug, behavioral, domestic violence) court program
7. Currently on parole
8. Currently in jail or prison
9. None of the above.

Recidivism: Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.¹²

Responsivity Principle: The Responsivity Principle requires that service delivery match specific characteristics of individuals in order for them to benefit. Independent of the type of service being delivered, evidence shows that the criminal justice population most benefits from services that are cognitive and behavioral in nature. That is, services should identify and address anti-social thinking and build pro-social skills through extensive behavioral practice. Responsivity also

¹² Cal. Penal Code § 6046.2(d)). "Committed" refers to the date of offense, not the date of conviction.

includes the consideration of culture, gender, motivational stages, and learning styles, and logistical considerations and community functioning, such as transportation, housing, food, or behavioral 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 criminal justice population includes many individuals still at a pre-contemplative stage with regard to treatment and change. Responsivity requires 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. Service providers are expected to show the willingness and ability to respond immediately to client-determined needs and goals, to work flexibly under the service hub framework to provide coordinated services across providers, and to provide field-based services in the community as needed to reduce barriers to service engagement.

Restorative Practices: Restorative practices are processes that proactively build healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person. Restorative practices build understanding and promote social harmony through healing; provide an opportunity for participants to obtain reparation and feel safer; allow those who have committed wrongdoing to gain insight into the causes and effects of their behavior and to take responsibility in a meaningful way; and, enable communities to understand the underlying causes of wrongdoing, to promote community well-being and to prevent crime.

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

Theory of Change: A theory of change, as it relates to a logic model, is a narrative that describes the rationale for the expected links between program strategies, resources, activities, and outcomes. It explains how and why activities are expected to lead to outcomes in the particular order depicted.

Trauma-Informed Care:¹³ Trauma-informed care incorporates a broad array of practices that avoid re-triggering of traumatic responses, as well as a systematic ability to appropriately distinguish trauma responses from program non-compliance. According to the Substance Abuse and Mental Health Services Administration, "A program, organization, or system that is trauma-informed:

13 Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions*. Retrieved July 22, 2016, from <http://www.samhsa.gov/nctic/trauma-interventions>

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

The Substance Abuse and Mental Health Services Administration's (SAMHSA's) concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice and choice
- Cultural, historical, and gender issues.

Respondent Checklist

Each respondent must submit a response with documents as described (unless otherwise noted) in the order listed here from top to bottom. Duplicate enclosed forms as necessary.

- A. Response Cover Statement (Form #1)** attached as cover to each response
- B. Table of Contents**
- C. Program Narrative**
- D. Program Logic Model**
- E. Results First Clearinghouse Evidence-Based Program Rating & Summary**
- F. Acknowledgement of Program Performance Evaluation**
- G. Budget Narrative**
- H. List of Agency Board of Directors (Form #2)**
- I. Agency Organizational Chart** indicating how proposed project relates with other agency projects and programs.
- J. Job Descriptions and Resumes** of Executive Director and key program staff
- K. Project Timeline**
- L. Additional Supporting Documentation**
- M. Bidder's Statement of Qualifications (Form #3)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. (*Form #3 with original signatures must accompany original response.*)
- N. Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. (*Form #4 with original signatures must accompany original response.*)
- O. Fiscal Attachments**

Acknowledgement of Program Performance Evaluation

To be selected by the County to provide reentry services, the Successful Responder must show an ability to begin the provision of the services, as described, within 60 days of the effective date of the resulting contract. In addition, the Successful Responder must participate in the following activities:

(1) Data Collection and Management

Contractor shall utilize the data system provided by the County to track and report information on program operations, share client information with partners, and coordinate the delivery of services to Clients. In collaboration with the ORJ, the Contractor shall develop a data collection and evaluation plan to measure programmatic and process outcomes, and assess fidelity and program performance. Contractor shall be responsible for complying with all laws related to gathering and sharing of personal information and ensure clients' privacy rights are protected.

(2) Reporting

Contractor shall prepare and submit to the County reports on Contractor's performance and process outcomes at intervals to be determined by the County. These reports will at least provide updates on progress against Contract objectives, data related to service delivery, information concerning partnership development as well as local data to better understand program performance and fidelity to the proposed evidence-based program within the County. Each report must be submitted on the last day of the month that follows the end of a reporting period.

(3) Contract Monitoring and Evaluation

The ORJ will actively monitor all services provided as a part of any Contract that results from this RFP process. Contractor shall participate in regular monitoring visits, conducted by the ORJ, to the sites where services are provided. The purpose of these visits is not only to build relationships but to assess progress towards performance goals, identify issues, and solve problems early on.

At a minimum, contractors will be expected to:

- a. Perform all services without material deviation from an agreed-upon Service Plan.
- b. Complete progress report in a form required by the County.
- c. Maintain adequate records of service provision to document compliance with Service Plan.
- d. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The ORJ will:

- a. Have discretion to be part of the monitoring of any subcontracts written by and entered into by the Contractor that utilizes funds awarded through this solicitation.
- b. Provide information to contractors concerning additional State or County data requirements not provided here or in the resulting contract.
- c. Provide the Contractor with any forms or further direction needed to comply with the terms of an agreed upon Service Plan.

Name: _____

Date: _____

Signature: _____

Executive Director

Name: _____

Signature: _____

Board President

Date: _____

Results First Clearinghouse Evidence-Based Program Rating & Summary

This form is intended to provide a brief summary of the evidence surrounding the program proposed and should not exceed 2 pages.

<u>PROGRAM SPECIFIC DETAILS:</u> Please draw from the Results First Clearinghouse database page(s) for the proposed EBP to complete this section of the form.		
EBP Program Name:		
Specific Clearinghouse:		
Clearinghouse rating: Please select ONLY one rating level	<input type="checkbox"/> Model <input type="checkbox"/> Promising <input type="checkbox"/> Innovative	<i>Please see Section 3, page 15, for definitions surrounding level of evidence criteria.</i>
<u>Settings:</u>		
<u>Ages:</u>		
<u>Target populations:</u>		
<u>Expected outcome measures:</u>		
<u>AGENCY DETAILS:</u> In light of the above program evidence, please <i>briefly</i> address the below questions.		
How will you evaluate whether the outcome measures expected are achieved?	(Please limit your response to 150 words)	
How will you ensure that the program has been implemented to fidelity?	(Please limit your response to 150 words)	
What adaptations from the Clearinghouse programmatic description on implementation, population, and staff, do you plan to include in your proposed service delivery?	(Please limit your response to 150 words)	

Example Logic Model: County Intimate Partner Violence (IPV) Pilot Project

Situation: Reduce recidivism among persons convicted of IPV charges. By using risk-based decision making to determine the dosage of DV treatment, county is developing more cost-effective solutions that should increase client success, reduce IPV and show difference in low-risk client outcomes compared to previous dosage, as well as to higher risk IPV clients. This approach is designed to be risk-need responsive in that those deemed low risk receive lower dosage batterer intervention program (BIP) as well as lower dosage supervision.

<u>Target Population</u>	<u>Inputs/Resources</u> 	<u>Activities</u>	<u>Outputs</u> 	<u>Outcomes</u>
<ul style="list-style-type: none"> • Those convicted of 1203.098 charges • Low static Risk LS-CMI/ ODARA Clients • Medium/HR IPV Clients 	<p>---- County----</p> <ul style="list-style-type: none"> • Investigating Officers to assess and write reports • Probation officer’s supervision of offender post-disposition • Victim services and engagement by supervising DPOs • Funding for provider training on curriculum • Probation Staff certification and BIP oversight <p>---Providers----</p> <ul style="list-style-type: none"> • Open Group with trained facilitators • Standardized curriculum used 	<ul style="list-style-type: none"> • # of probationers assessed using LS-CMI (by score) by INV officer • # of probationers assessed using ODARA (by score) • # of pre-sentence/pre-plea reports • # of probationers ordered to 26-week program • # of victims contacted for feedback via victim survey • # of program reviews completed with IPV stakeholders • # of referrals to other programs as determined by criminogenic need • # of probationers referred to BIP • # of probationers who complete a post-program evaluation 	<ul style="list-style-type: none"> • # of probationers attending orientation within 14 days of referral • # of Probationers attending Intake Assessment [including pre-test & Readiness to Change] with Provider • # of Probationers successfully completing IPV program in allocated timeframe • # of victims reporting improvement in sense of peacefulness • # of program reviews completed with a passing grade for credential • # of ancillary program completions for criminogenic needs 	<p>-- SAFETY --</p> <ul style="list-style-type: none"> • New conviction, any charge AND new IPV charge, at end of BIP program regardless of program outcome • New conviction, any charge AND new IPV charge, year from end of BIP program • Restraining Order violations per a new Probation violation filed during program • Restraining Order violations per a new Probation violation filed within 1 year of program completion <p>-- HEALTH AND WELLNESS --</p> <ul style="list-style-type: none"> • Reduction in criminogenic needs around drug or substance abuse • Completion of referred substance abuse program

LOGIC MODEL TEMPLATE

Instructions: Please provide a program logic model describing the linkages between the program targeted population, resources, activities, outputs, and initial, intermediate- and long-term outcomes related to the proposed service's overall goals/objectives. This logic model should detail how the program will operate and make explicit the sequence of events that are presumed to bring about change associated with the program's outcomes. (This logic model template will not count toward page limit for the Project Narrative Section.)

Program/Initiative/Project Name: _____

Target Population	Inputs or Resources	Activities	Outputs	Outcomes
(who the program is for)	(what is invested)	(program events or strategies, what is done)	(products of activities, results of the activities)	(these can be short, intermediate and long term)
<u>KEY QUESTIONS</u>				
<u>DATA INDICATORS</u>				

FORM #1

RESPONSE COVER SHEET

Applicant
Organization: _____

Business
Address: _____

Phone: _____ Email: _____ Year Organization Founded _____

Contact Person & Title _____

501(c)3 yes Exemption Expiration Date
 no Other (explain): _____

Federal Employer Number:

List Collaborative Partners, if applicable:

We submit the attached response and attachments in response to Contra Costa County’s Request for Proposals #2111-522, and declare that:

If the Board of Supervisors of Contra Costa County accepts this response, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the response and accepted by the County.

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

This form must accompany the response package when submitted. Only one copy with original signatures is required.

FORM #2

CURRENT BOARD OF DIRECTORS

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet: _____
4. List current Board members below (or attach Board List in this format):

<u>Name of Member</u>	<u>City of Residence</u>	<u>Occupation/Affiliation</u>	<u>Board Position</u>
-----------------------	--------------------------	-------------------------------	-----------------------

5. Describe key roles and responsibilities of the Board:

FORM #3

BIDDER'S STATEMENT OF PROPOSALS

1. List any licenses or certifications held by the agency, with expiration dates.

2 (a) Who administers your agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?

Name: _____

Phone: _____ Address: _____

3. Number of years bidder operated under the present business name. _____
List related prior business names, if any, and timeframe for each.

4. Number of years bidder has provided the services described in this response or related services.

5. Has bidder failed or refused to complete any contract? Yes No
If yes, briefly explain:

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes No
If yes, briefly explain.

FORM #3, Cont.

7. Does bidder have a controlling interest in any other firm(s)? Yes No
If yes, please list below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes No
If yes, specify below.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

Name and Title
(Executive Director) _____
Date

Name and Title
(Board President) _____
Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

FORM #4

CONTRACTS AND GRANTS

1. List current contracts and subcontracts including government contracts and/or grants:

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
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2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **(Sign below)**

_____	_____
Name and Title (Executive Director)	Date

_____	_____
Name and Title (Board President)	Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives,

the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. **Termination and Cancellation**.
 - a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

 - b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

 - c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No

written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts

of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails

or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a

royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.