COUNTY OF KERN

Community Corrections Partnership (CCP)

REQUEST FOR PROPOSAL (RFP)

to provide Sober Living Environment (SLE)
bed-days and services for AB 109
Individuals in Kern County

DUE . . . . . October 14, 2016

TIME . . . . . Before 11:00 a.m.

COUNTY OF KERN

COMMUNITY CORRECTIONS PARTNERSHIP (CCP)

Request for Proposal to Provide:

Sober Living Environment (SLE) bed-days and services for AB 109 Individuals in Kern County

The County of Kern is seeking qualified organizations to provide Sober Living Environment (SLE) bed-days and services for Assembly Bill 109 (AB 109) individuals in Kern County. The county is specifically seeking SLE bed-days and services for male and female AB 109 individuals.

The County may provide up to **$1,240,688** to qualified organizations to fund projects specifically intended to provide services that ensure positive outcomes for criminal justice offenders in Kern County.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County Probation Department
Rebecca Jamison, Division Director
P.O. Box 3309
Bakersfield, CA 93385
Telephone (661) 868-4154
rebeccajamison@co.kern.ca.us

Envelopes containing the Proposals are to be marked:

PROPOSAL: "Sober Living Environment (SLE) bed-days and services for AB 109 Individuals"

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date	**September 15, 2016**
Pre-Proposal Meeting	**September 28, 2016, 9 a.m.**
Proposal Due Date	**October 14, 2016**
Proposal Due Time	**October 14, 2016. . . *Before 11:00 a.m.***

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals.

TABLE OF CONTENTS

I.	GENERAL INFORMATION		Page
	A.	Project Background and Description	1
	B.	Services Required of Successful Proposer	3
	C.	Services Provided by the County	3
	D.	Selection Process	3
	E.	Solicitation Caveat	6
	F.	Time	6
	G.	Sample Agreement	6
	H.	Insurance Requirements	7
	I.	Modifications to Scope of Work	10
	J.	News Releases	10
	K	Compensation	10
	L.	Statutes and Rules	10
	M.	Background Review	11
	N.	Organizational Conflict of Interest	11
II.	PROPOSAL INFORMATION AND REQUIREMENTS		
	A.	General Instructions	11
	B.	Business Address	12
	C.	Corrections and Addenda	12
	D.	Proposal Format and Contents	12
	E.	Disposition of Proposals and Proprietary Data	18
	F.	Post RFP Issuance	18
	G.	Proposal Submission	19
	H.	Withdrawal and Submission of Modified Proposal	20

SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS — Exhibit A

SAMPLE AGREEMENT — Exhibit B

Appendix A – Cover Sheet
Appendix B – Drug-Free Workplace Acknowledgement

I. GENERAL INFORMATION

A. Project Background

Assembly Bill 109 (AB 109), the Public Safety Realignment Act of 2011, was signed into law by Governor Jerry Brown on April 4, 2011. It became effective on October 1, 2011. This Act, along with numerous trailer bills, made major changes to the criminal justice system in California. With these changes has come a large shift of responsibilities passed from the State to the Counties. The bill's major changes include:

- Keeping non-violent, non-serious, non-sex offenders in county jails rather than state prisons;
- Placing non-violent, non-serious, non-sex offenders under county-level supervision after release;
- Limiting parole revocation time for these offenders to a maximum of 180 days and housing parole violators in county jail; and
- Providing counties with funds to implement these changes based on the rates they previously sent inmates to be incarcerated in state prisons.

Kern County's Community Corrections Partnership ("CCP") was formed in 2011 to provide a consortium of members from the Kern County Sheriff's Office, Office of the District Attorney, Victim's Interest Representative, Office of the Public Defender, Probation Department, Department of Human Services, Mental Health and Substance Use Disorder Department, Employers' Training Resource, Superior Court, Bakersfield Police Department, Superintendent of Schools, Board of Supervisors, non-profit organizations, and the public with the opportunity to meet, discuss, and strategize the effective use of Assembly Bill 109 funds to provide services to AB 109 individuals in Kern County.

The CCP Public Safety Realignment Act Plan includes funds for organizations to provide services to AB 109 individuals, with the goals of decreasing recidivism, enabling persons to reconnect with their family members, and contribute to their communities. Recidivism, in this context, is defined as the tendency to relapse into a previous negative condition or mode of behavior resulting in conviction of a new criminal offense.

Research asserts that measurable decreases in recidivism and significant cost savings can be realized when evidence-based and research-based programs are utilized to provide services. Program models that intervene at the earliest possible point after arrest offer the greatest opportunity for a return on investment by avoiding both immediate and future criminal justice costs.

The CCP began contracting with Sober Living Environments (SLEs) in 2012. SLEs provide vital services to offenders, and are important

contributors to the successful reentry of offenders into the community. SLEs provide stable, sober housing in which offenders can start the road to recovery, three (3) meals per day, random drug and alcohol testing, and twenty-four (24) hour house supervision. SLEs assist individuals with obtaining right to work documents, scheduling and attending medical, mental health, substance abuse, probation, employment, and educational appointments, family reunification, learning how to live sober and productive lives, and other services as necessary.

On May 3, 2016, the CCP allocated funds totaling $1,240,688 to the Request for Proposal process, specifically to fill the gap in SLE bed-days and services for AB 109 male and female individuals.

The CCP is committed to partnering with CBOs and together making Kern County a safer place to live. Successful applicants will present projects that support the mission, vision and values statements of the CCP.
Mission Statement: The CCP is committed to working together in order to promote a safer community through effective strategies.
Vision Statement: The CCP provides leadership through the partnering agencies and partnerships with the community to encourage, support, and network effectively for a safer community by doing the following:

- Decrease criminal recidivism through data-driven decision making which addresses substance abuse, criminogenic factors and mental health issues
- Increase offenders' successful reintegration into the community using research-based strategies and interventions
- Encourage and support effective prevention strategies for members in the community
- Create opportunities for self-sufficiency among offenders

Values:
- Community Safety: The CCP is committed to decisions which prioritize a safe and secure community, which increases the quality of life for all people of Kern County.
- Accountability: The CCP holds itself and its partners to all established standards, agreements and policies.
- Fiscally Responsible: The CCP believes in being good fiscal stewards of the public funds entrusted to the Partnership.
- Research Matters: The CCP recognizes the importance of outcome-driven decision making by implementing current research and evidence-based practices.
- Transparency: The CCP meetings are open to the public, all reports and agendas are available for review, and public input is welcomed.
- Change: The CCP acknowledges people can change when they are willing and provided with the opportunity and resources to succeed.

The Kern County AB 109/CCP/Realignment Website is located at http://www.kernprobation.com/ab109ccp-realignment/

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit "A"** which fully describes the scope of work and services required, deliverables, benchmark requirements, and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcomes, what the desired goals and objectives are, and what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the CCP and ultimately to the Board of Supervisors for this project, but neither CCP or the Board of Supervisors is bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

   All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

(a) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFP; and

(b) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

(c) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

3. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. **Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.**

   a. Proposer's understanding of the RFP requirements and end result.
   b. Proposer's proposed approach to tasks.
   c. Proposer shall have a demonstrated history of providing services to the target population for a minimum of three (3) years prior to September 1, 2016.
   d. Details and rates/ fees for all services are included. For example: cost per participant served, cost per bed day, additional programs costs, administrative costs, etc.
   e. Proposer's agreement to begin providing services on or around November 15, 2016.
   f. Client references.
   g. Qualifications of proposer's staff for the project.
   h. Any other factors the Evaluation Committee deems relevant.

4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information, such as a clear and concise budget, may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.

6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.

7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**

8. All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process. All proposers shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County representative for final consideration. Firms may request a debrief during this time. No extension will be given. The County representative will notify firms of the date the Evaluation Committee's recommendation is placed on the Board of Supervisors' agenda.

9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.

10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration

paid to County employees, will be disqualified from the selection process.

11. The process, procedures and evaluation criteria used by County staff and the Evaluation Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by either the Evaluation Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Sample Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is a Sample Agreement which is in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without

limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The Sample Agreement included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the Sample Agreement and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the Sample Agreement to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant(s) will be required to execute an agreement with the County for the services requested within thirty (30) days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Upon receipt of an acceptance letter, Vendor shall obtain proper insurances and provide County with documentation prior the start of services.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

i. Workers' Compensation and Employers Liability Insurance Requirement:
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

ii. Liability Insurance Requirements:

(1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which

shall be at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

iii. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits

have been exhausted or upon insolvency of the insurer that issued the policy.

iv. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

v. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.

vi. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.

vii. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

viii. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the CCP.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to

this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, **"Organization conflict of interest"** means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.

2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.

3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.

4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to, Kern County General Services – Purchasing, 1115 Truxtun Ave., 3rd Floor, Bakersfield, CA 93301, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is <u>not</u> binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Sheet (Appendix A):

Include completed cover sheet signed by an authorized representative containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).

- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party. All firms involved in a joint venture or association must submit a letter acknowledging its services to be provided, which must be included within the proposal.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years and dates providing services
- Financial statements from the most recent two (2) years (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months) on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

a. Name, address and phone number
b. Description of education
c. General experience
d. Experience or education related to the RFP project
e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

4a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

Provide a detailed description of the methodology proposed to perform all required services. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.

Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project on or around November 15, 2016. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

There is no preferred format for budget templets due to the variation in potential provider proposals. Proposers should provide enough information of what the cost will be so that it is clear to the RFP evaluation committee.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".

2. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

   "_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

   By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

(i) Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;

(ii) Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

(i) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

(i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;

(ii) Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

(iii) Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog

numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

a. Before pre-proposal meeting: Questions may be submitted by email prior to the pre-proposal meeting.

b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit "A." Questions with content about the RFP process, where to mail response or other information not related to Exhibit "A" may be answered by the Project Facilitator as they are received.

c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for September 28, 2016, at 9:00 a.m. The meeting will be held at the Kern County Mental Health – Westchester Building, 2001 28th Street, Westchester Training Room, Bakersfield, California. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

G. Proposal Submission

The proposer shall submit ten (10) unbound written copies of the Proposal and, if possible, one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel, etc.) compatible format readable by the County; using word processing

software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Purchasing Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on October 14, 2016**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected. **RFP Proposals are not publicly opened.**

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

Exhibit A

I. BACKGROUND

Assembly Bill 109 (AB 109), the Public Safety Realignment Act of 2011, was signed into law by Governor Jerry Brown on April 4, 2011. It became effective on October 1, 2011. This Act, along with numerous trailer bills, made major changes to the criminal justice system in California. With these changes has come a large shift of responsibilities passed from the State to the Counties. The bill's major changes include:

- Keeping non-violent, non-serious, non-sex offenders in county jails rather than state prisons;
- Placing non-violent, non-serious, non-sex offenders under county-level supervision after release;
- Limiting parole revocation time for these offenders to a maximum of 180 days and housing parole violators in county jail; and
- Providing counties with funds to implement these changes based on the rates they previously sent inmates to be incarcerated in state prisons.

Kern County's Community Corrections Partnership ("CCP") was formed in 2011 to provide a consortium of members from the Kern County Sheriff's Office, Office of the District Attorney, Victim's Interest Representative, Office of the Public Defender, Probation Department, Department of Human Services, Mental Health and Substance Use Disorder Department, Employers' Training Resource, Superior Court, Bakersfield Police Department, Superintendent of Schools, Board of Supervisors, non-profit organizations, and the public with the opportunity to meet, discuss, and strategize the effective use of Assembly Bill 109 funds to provide services to AB 109 individuals in Kern County.

The CCP Public Safety Realignment Act Plan includes funds for organizations to provide services to AB 109 individuals, with the goals of decreasing recidivism, enabling persons to reconnect with their family members, and contribute to their communities. Recidivism, in this context, is defined as the tendency to relapse into a previous negative condition or mode of behavior resulting in conviction of a new criminal offense.

Research asserts that measurable decreases in recidivism and significant cost savings can be realized when evidence-based and research-based programs are utilized to provide services. Program models that intervene at the earliest possible point after arrest offer the greatest opportunity for a return on investment by avoiding both immediate and future criminal justice costs.

The CCP began contracting with Sober Living Environments (SLEs) in 2012. SLEs provide vital services to offenders, and are important contributors to the successful reentry of offenders into the community. SLEs provide stable, sober housing in which offenders can start the road to recovery, three (3) meals per day, random drug and alcohol testing, and twenty-four (24) hour house

supervision. SLEs assist individuals with obtaining right to work documents, scheduling and attending medical, mental health, substance abuse, probation, employment, and educational appointments, family reunification, learning how to live sober and productive lives, and other services as necessary.

On May 3, 2016, the CCP allocated funds totaling $1,240,688 to the Request for Proposal process, specifically to fill the gap in SLE bed-days and services for AB 109 male and female individuals.

The CCP is committed to partnering with CBOs and together making Kern County a safer place to live. Successful applicants will present projects that support the mission, vision and values statements of the CCP.

Mission Statement: The CCP is committed to working together in order to promote a safer community through effective strategies.
Vision Statement: The CCP provides leadership through the partnering agencies and partnerships with the community to encourage, support, and network effectively for a safer community by doing the following:

- Decrease criminal recidivism through data-driven decision making which addresses substance abuse, criminogenic factors and mental health issues
- Increase offenders' successful reintegration into the community using research-based strategies and interventions
- Encourage and support effective prevention strategies for members in the community
- Create opportunities for self-sufficiency among offenders

Values:

- Community Safety: The CCP is committed to decisions which prioritize a safe and secure community, which increases the quality of life for all people of Kern County.
- Accountability: The CCP holds itself and its partners to all established standards, agreements and policies.
- Fiscally Responsible: The CCP believes in being good fiscal stewards of the public funds entrusted to the Partnership.
- Research Matters: The CCP recognizes the importance of outcome-driven decision making by implementing current research and evidence-based practices.
- Transparency: The CCP meetings are open to the public, all reports and agendas are available for review, and public input is welcomed.
- Change: The CCP acknowledges people can change when they are willing and provided with the opportunity and resources to succeed.

The Kern County AB 109/CCP/Realignment Website is located at http://www.kernprobation.com/ab109ccp-realignment/.

II. DESIRED OBJECTIVE(S)

The items below are key factors in providing SLE bed-days and services to twelve (12) females per day and male AB 109 individuals in Kern County.

- Maintain SLE certification through the Kern County Mental Health Department.
- Have a proven record of providing services to this population for the three (3) years immediately prior to this application.
- Provide SLE bed days and at least one supportive service. Supportive services include:
  - sobriety and recovery supportive services;
  - continuum of care between in-custody services and community-based services;
  - education services;
  - employment/vocational services, and transportation support services;
  - Medi-Cal/ACA enrollment assistance; or
  - another evidence-based program, proven practice, or best practice to improve outcomes of the AB 109 population and are aimed at reducing recidivism.
- Collaborate with county departments and other community-based organizations.
- Prepare and submit daily census reports by 9 a.m. every morning.
- Prepare and submit monthly reports within ten (10) business days following the last calendar day of the month.
- Prepare and submit claim reimbursements within ten (10) days following the last calendar day of the month.
- Prepare annual reports with data elements to be determined by the CCP within sixty (60) days following the end of the contract year.
- Attend mandatory monthly meetings.
- Attend individual meetings every six (6) months.
- Prepare and follow a case plan for each individual.
- Track service referrals, engagement, utilization, completion status and sharing this information with partnering agencies when applicable.

Additionally, providers must agree to start providing services on or around November 15, 2016.

III. ESTIMATED VALUE/COST

On May 3, 2016, the CCP allocated funds totaling $1,240,688 to the Request for Proposal process, specifically to fill the gap in SLE bed-days and services for AB 109 male and female individuals. The contract period for this grant will begin on or around November 15, 2016 and conclude on December 31, 2018. Services will be reimbursed through Claims for Payment submitted to the Mental Health Department and the CCP will not disperse any funding prior to services being rendered.

All contracts for program services are cost reimbursement contracts. These contracts provide for the reimbursement of allowable costs which have been identified and approved in the contract and which were incurred in the operation of the program. Back-up documentation is required to justify payments made under this type of contract. NOTE: Contracts are subject to change due to legal review, Federal Regulations, State guidance, and/or funding availability.

The Proposal shall include a line-item budget including cost per participant served, cost per bed day, additional program costs, administrative costs, etc. which details all costs associated with providing the service(s). Each service provided must be itemized in this way.

IV. BUSINESS AND/OR WORK ENVIRONMENT

- The County hours of operation are Monday through Friday, 8 a.m. to 5 p.m. and the County must be able to contact the service provider during normal working hours.
- Service providers must have an office or location to provide services to participants unless otherwise agreed upon by county and specified in agreement.
- Service providers must have access to the internet and a valid email account for communication and reporting purposes.
- Service providers must have policies in place that limit the use of shared applications by employees for security measures.
- Service providers must have a secure server with the capability to provide encryption for outgoing communication as provided by the HIPAA Security rule.
- Service providers must have Adobe Reader to access and read PDF files.
- Service providers must have an accounting system to provide expense reports as requested by the CCP.
- Service providers must be able and willing to work with several different County departments at any given time.

V. DESCRIPTION AND SCOPE OF WORK

- The service provider must offer an evidence-based program, proven practice, or best practice to improve outcomes of the AB 109 population and/or supportive services.
- Programs and services shall be provided to residents in Kern County, California who have been released from state prison, county jail, who are under the supervision of the Kern County Sheriff's Office or the Kern County Probation Department.
- The service provider must collaborate with referring agencies and other community-based organizations or groups to help provide the services needed to meet CCP goals.
- The service provider must comply with all provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act. (Appendix B)
- Continuance of multi-year projects will be based on an annual review of provider performance.
- Programs and services must be client centered.
- The CCP and the County reserves the right to modify the scope of the program to any extent necessary to ensure compliance with local, state, or

federal guidelines.

- Service providers must be able to communicate and work with people of different cultures, languages, ages, and socio-economic backgrounds.
- Service providers must commit to developing performance measures to include goals, objectives, and desired outcomes.
- Service providers must commit to ongoing program-evaluation efforts, and adapt and modify efforts as indicated by the results of program-evaluation.
- Service providers must maintain current required certifications during the terms of the agreement.

Service providers shall provide SLE bed-days. The county is specifically seeking a total maximum of twelve (12) female beds per day with the remaining bed days allocated to males. Service providers are also required to provide one additional service.

A SLE is a facility that offers an alcohol and drug-free residence for individuals without any on-site drug or alcohol treatment services. All SLEs must be certified through the Kern County Mental Health Department, and adhere to all SLE guidelines. SLEs must provide a minimum of 1,825 bed days per year, and must include a minimum of one other programming component to individuals (as identified in Section V. Description and Scope of Work). There is a specific need of twelve (12) female beds.

SLE Guidelines can be located at:
http://www.co.kern.ca.us/artman2/kcmh/publish/SAbuse

Additional services include:

A. Sobriety and recovery support services

Sobriety and recovery support services include, but are not limited to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA).

AA and NA are 12-step recovery programs focused on helping individuals stop the use of alcohol or drugs. All AA and NA meetings are confidential, and it is assumed that all participants will remain anonymous. AA and NA service providers must provide a minimum of two (2) sessions per week, and provide referring agencies with progress reports for referred individuals.

B. Provide a continuum of care between in-custody services and community-based services

Continuum of care services include, but are not limited to the following:

- Coordinating release times with law enforcement and community-based organizations
- Increasing collaboration and communication between law enforcement and community-based organizations

- Providing a case-management approach to reentry
- Addressing systemic barriers to accessing community services for individuals leaving the jail
- Assisting individuals with obtaining I-9 documents (such as Social Security Cards, California Identification Cards, Birth Certificates, etc.)

C. Education services

Education services include, but are not limited to the following:

- Computer literacy skills
- Adult Basic Education
- General Education Development (GED) preparation
- Administer GED testing

D. Employment and/or vocational services

Employment and vocational services include, but are not limited to the following:

- Resume' building
- Job search skills
- Employment training
- Computer training

E. Transportation support services

Transportation support services include, but are not limited to the following:

- Transportation to and from appointments (i.e. counseling, AA/NA meetings, etc.)
- Transportation to and from job sites
- Transportation to and from educational and/or vocational classes
- Transportation to and from community-based services

F. Medi-Cal/ACA enrollment assistance

Medi-Cal/ACA enrollment assistance providers must assist a minimum of 25 individuals with enrollment per year. It is encouraged for SLEs to exceed this required amount.

G. Other evidence-based programs, proven practices, and/or best practices aimed at reducing recidivism

Any service not previously mentioned herein with the purpose of reducing recidivism, assisting individuals reintegrating into the community after incarceration, and/or leading more productive lives. Service providers must provide a detailed outline of target population, services to be

provided, number of individuals to be served, and measurable outcomes to be achieved.

VI. DELIVERABLES

Service provider must provide the following:

1. Prepare and submit monthly reports within ten (10) business days following the last calendar day of the month.

   Data elements to be reported include, but are not limited to the following:
   - Number of individuals served
   - Types of services provided
   - Employment data
   - Participant needs assessment and program/service plans completed
   - Reason(s) participants leave the program/service
   - Other data elements as requested
2. Attend mandatory monthly meetings
3. Attend individual meetings every six (6) months
4. Prepare and follow a case plan for each individual
5. Track service referrals, engagement, utilization, and completion status, and share this information with partnering agencies when applicable
6. Prepare and submit daily census reports by 9 a.m. every morning
7. Prepare an annual report with data elements to be determined by CCP within 60 days following the end of the contract year
8. Prepare and submit claim reimbursements within 10 days following the last calendar day of the month

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

Service providers must fulfill service requirements in accordance with the Community-Based Organization (CBO) Guidelines within the Sample Agreement.

All transitional housing providers must be certified by Kern County Mental Health Department as a Sober Living Environment (SLE) facility, and conform to all SLE guidelines.

SLE Guidelines can be located at:
http://www.co.kern.ca.us/artman2/kcmh/publish/SAbuse

The CCP may request additional information for the determination of the proposer's qualifications to provide the required services. Applicants agree to furnish such additional information upon request.

Upon receipt of an acceptance letter, Vendor shall obtain proper insurances and provide County with documentation prior the start of services.

Service providers must be able to communicate and work with people of different cultures, languages, ages, and socio-economic backgrounds.

VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

Service providers must fulfill service requirements in accordance with the Community-Based Organization (CBO) Guidelines within Attachment I to the Sample Agreement.

All transitional housing providers must be certified by Kern County Mental Health Department as a Sober Living Environment (SLE) facility, and conform to all SLE guidelines.

The administration and staff of potential service providers must not have any felony convictions on their record within the past 18 months of the date of application nor under any active form of incarceration or supervision including but not limited to; State Parole, Sheriff's Parole, Electronic Monitoring Program, any other forms of Virtual Jail, Post Release Community Supervision, Mandatory Supervision, Felony Probation, or other form of supervision.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance required as part of this proposal. For additional standards, see Section II – Objectives.

- Service providers must remain in good standing throughout the duration of this contract period. For the purpose of this RFP, Good Standing is defined as having no unresolved, egregious, on-going, and/or repetitive plan of correction on file, and no termination of contract due to cause on part of the CBO.
- Service providers must provide services as presented in their proposals of which will be monitored for adherence to agreement.
- Service providers must prepare and submit monthly reports within ten (10) business days following the last calendar day of the month.
- Service providers must attend mandatory monthly meetings.
- Service providers must attend individual meetings every six (6) months.
- Service providers prepare and follow a case plan for each individual.
- Service providers must prepare and submit daily census reports by 9 a.m.
- Service providers must track service referrals, engagement, utilization, and completion status, and share this information with partnering agencies when applicable.
- Service providers must prepare an annual report with data elements to be determined by CCP within 60 days following the end of the contract year.
- Service providers must prepare and submit claim reimbursements within ten (10) business days following the last calendar day of the month.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security and Information Technology Requirements required as part of this proposal.

The potential provider must have policies in place that limit the use of shared applications by employees for security measures and a secure server with the capability to provide encryption for outgoing communication as provided by the Health Insurance Portability and Accountability Act (HIPAA) Security rule. In addition the potential provider must keep participant records in a secured area and redact social security numbers from paperwork when transmitting data either by fax or email.

The HIPAA Security Rule is as follows:
The HIPAA Security Rule establishes national standards to protect individuals' electronic personal health information that is created, received, used, or maintained by a covered entity. The Security Rule requires appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information. More information can be found at the following website: http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide Sober Living Environment (SLE) bed-days and services to twelve (12) females per day and males for Assembly Bill 109 (AB 109) individuals in Kern County. The proposer shall provide SLE bed days and at least one supportive service. Supportive services include sobriety and recovery supportive services, continuum of care between in-custody services and community-based services, education services, employment/vocational services, and transportation support services, Medi-Cal/ACA enrollment assistance, or another evidence-based program, proven practice, or best practice to improve outcomes of the AB 109 population and are aimed at reducing recidivism. As part of providing these services, the service provider is required to collaborate with the department. Collaborative efforts of the service provider include preparing and submitting monthly reports within ten (10) business days following the last calendar day of the month, attending mandatory monthly meetings, attending individual meetings once every six (6) months, preparing and following a case plan for each individual, tracking service referrals, engagement, utilization and completion status and sharing this information with partnering agencies when applicable, preparing and submitting daily census reports by 9 a.m. every morning, preparing annual reports with data elements to be determined by the CCP within sixty (60) days following the end of the contract year and preparing and submitting claim reimbursements within ten (10) days following the last calendar day of the month.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section V – Description and Scope of Work and Section VI – Deliverables.

EXHIBIT "B" – SAMPLE AGREEMENT

PROFESSIONAL AGREEMENT
FOR ASSEMBLY BILL 109 COMMUNITY-BASED SERVICES

(COUNTY - CONTRACTOR)

THIS AGREEMENT is made and entered into this day _____ of _____ 2015, by and between the COUNTY OF KERN, a political subdivision of the State of California (**"County"**), and _____ (**"Contractor"**), whose principal place of business located at _____, California _____. County and _____ may be referred to individually as a **"Party"** and collectively as the **"Parties."**

W I T N E S S E T H:

WHEREAS:

A. Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially training, experienced and competent to perform those services; and

B. The Governor of California approved Assembly Bill 109 ("AB 109"), known as the Public Safety Realignment Act, on April 04, 2011; and

C. Pursuant to State Law, the County of Kern formed a Community Corrections Partnership ("CCP") and a companion Executive Committee ("EC") to develop a plan (the "Plan") intended to address the requirements of the "realignment" of a significant portion of the State of California's prison population; and

D. Research asserts that measurable decreases in recidivism and significant cost savings can be realized when evidence-based and research-based programs are utilized to provide services. Program models that intervene at the earliest possible point after arrest offer the greatest opportunity for a return on investment by avoiding both immediate and future criminal justice costs; and

E. Consistent with the legislation's intent that counties develop innovative methods to provide the supervision and rehabilitation of individuals sentenced to jail and thereafter released from incarceration, the CCP/EC intends to explore, select and fund specific community-based organizations ("CBO") consistent with the legislative intent and the Plan; and

F. The CCP/EC issued a Request For Proposals ("RFP"); and

G. In response to the RFP, the CCP/EC accepted proposals, reviewed the proposals for compliance with the RFP, and evaluated the potential benefit

SAMPLE

of the proposer's programs and services to the target group of individuals; and

H. This Contractor's services have been reviewed by the CCP/EC and selected for funding consistent with the terms and conditions of this Agreement; and

I. For the purposes of administering this Agreement, the Kern County Mental Health Department is the Responsible County Department ("Responsible County Department").

NOW, THEREFORE, the Parties mutually agree hereto as follows:

1. TERM

The term of this Agreement shall begin on November 15, 2016 and terminate on December 31, 2018, subject to the terms, conditions and restrictions as defined in the attached **Exhibit "A," Description of Services**, which is attached hereto and made a part hereof, or amended by the mutual written agreement of both Parties as hereinafter provided. Each year of the Agreement will run from January 1st through December 31st.

2. SERVICES

September 30, 2016, was the County deadline for its RFP for programs and services to the target group of individuals. Contractor was selected as a successful proposer. The proposal served as the basis for negotiating the complete terms of a definitive agreement relating to programs and services. Contractor's proposal for "Budget" and "Scope of Work" are attached hereto as **Exhibit "B"** and **Exhibit "C,"** respectively, and to the extent that **Exhibit "B"** and **Exhibit "C"** are not in conflict with the services set forth in **Exhibit "A" Description of Services**, which is attached hereto and made a part hereof, they shall be performed as necessary by Contractor. If a dispute arises as to conflicting terms or conditions between the Agreement and the RFP, the Agreement shall control.

3. COMPENSATION

A. County shall reimburse Contractor for services provided in accordance with **Exhibit "A"** and at the rates in accordance with **Exhibit "B" Budget**. All expenses must be necessary and reasonable for the proper and efficient administration of Contractor's services. In no case shall the maximum amount for each calendar year 2016, 2017, and 2018 of this Agreement exceed $_____ and regardless of the hourly rate actually paid by Contractor in no case shall the maximum amount of this Agreement exceed $_____. Contractor shall use the funds provided under this Agreement exclusively for the services set forth in **Exhibit "A" Description of Services.**

B. Contractor shall submit a County of Kern Claim For Payment form to

SAMPLE

Responsible County Department on a monthly basis, with appropriate backup to document requested charges.

C. Contractor shall be solely responsible for all costs and expenses related to the provision of services under this Agreement. County's sole and only obligation under and pursuant to the terms and provisions of this Agreement shall be the payment to the Contractor.

4. USE OF FUNDS

A. Contractor shall be responsible to ensure that all funds provided by County are used for the purpose described herein. In the event that the Contractor fails or is unable to utilize the funds for the purpose described, it shall immediately request permission from County regarding any proposed new use of the funds. County, at its option, may require that the Contractor comply with one of the following:

i. Convert the funds to another use, which is approved by County.

ii. Reimburse County in an amount equal to the funds referenced herein.

B. County may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the County there is:

i. An illegal or improper use of the funds provided by County

ii. A failure to comply with any of the terms of this Agreement

C. In no event shall any payment by the County constitute a waiver by the County of any breach of this Agreement or any default, which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to County with respect to the breach or default. County shall have the right to demand of Contractor repayment to County any funds disbursed to Contractor under this Agreement, which in the judgment of County were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, County may impose any other remedies available by law, in equity, or otherwise specified by this Agreement.

D. Contractor shall be liable for and accountable to County for any and all program funds improperly expended under this Agreement by Contractor or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative was acting within the scope of his/ her employment. Contractor shall reimburse County the amount of any such improper expenditure upon demand. If such amounts are unsuccessfully disputed, the Prime Interest Rate as published in the Wall Street Journal published on the date the dispute was settled will accrue from the first business day of repayment demand.

SAMPLE

E. County shall periodically evaluate Contractor's program(s) costs for the purpose of assessing the reasonableness of the County's payments for services provided. It is the intent of the County to not make payments that exceed actual costs. When payments are found to be in excess of cost, adjustments to subsequent payments shall be made such that estimated total payments for the Agreement term do not exceed estimated total costs.

5. POLITICAL ACTIVITY

None of the funds provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or State laws, statutes, regulations rules or guidelines. In addition, none of the funds provided or property purchased under this Agreement shall be used for purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

6. LICENSING, CERTIFICATIONS AND QUALIFICATIONS

A. Residential service providers must be certified by Responsible County Department as a Sober Living Environment (SLE) facility, and conform to all SLE guidelines (a copy of which can be obtained at http://www.co.kern.ca.us/artman2/kcmh/publish/SAbuse

B. Service providers must fulfill service requirements in accordance with the Community-Based Organization (CBO) Guidelines contained within this Sample Agreement, as **Exhibit "D."**

C. CCP may require additional background information for the determination of the proposer's qualifications to provide the required services. Contractor agrees to furnish such additional information upon request.

D. Contractor administration and staff must not have any felony convictions on their record within the past eighteen (18) months of the date of proposal nor under any active form of incarceration or supervision including but not limited to; State Parole, Sheriff's Parole, Electronic Monitoring Program, any other forms of Virtual Jail, Post Release Community Supervision, Mandatory Supervision, Felony Probation, or other form of supervision.

7. ACCOUNTING REQUIREMENTS

A. The Recipient shall maintain financial records in accordance with generally accepted accounting procedures and make such records available for inspection and/or audit by authorized State and County representatives. Services must be completed and all funds expended no later than the termination date of this Agreement. If the project cannot be completed by the specified date, any remaining funds shall be returned with a full accounting of funds spent.

SAMPLE

B. Failure to comply with the terms of this Agreement may result in the disqualification of the Recipient from future grant cycles.

8. REPORTING REQUIREMENTS

A. Contractor is required to submit quarterly progress and expenditure reports to the CCP through the completion of the project. Reports are due no later than _____. Reports must be on the form approved by the County and shall include a progress narrative, timeline update, and an explanation of funds, including expenditures, vendors, and unpaid balances. Administrative fees are not applicable. Failure to submit required quarterly progress reports and final report may disqualify Contractor of future opportunities under this grant program.

B. An Annual report must be submitted within sixty (60) days of calendar year end, but no later than March 1st of the subsequent year. This report must include a project narrative, a detailed account of expenditures (including receipts, contracts, invoices, etc.), and performance indicators based on validation criteria outlined in the original proposal. The proposal submitted by Contractor is hereby attached and incorporated as Exhibit "B."

C. A final report must be submitted within thirty (30) days of project completion, but no later than _____. This report must include a project narrative, a detailed account of expenditures (including receipts, contracts, invoices, etc.), and performance indicators based on validation criteria outlined in the original proposal. The proposal submitted by Contractor is hereby attached and incorporated as Exhibit "C."

9. PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF RECORDS

A. Upon County discretion, Recipient agrees to participate in County-sponsored meetings and /or evaluation efforts.

B. Contractor agrees to maintain and make available to County, accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the conclusion of the period of restricted use under Paragraph 5 of this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

C. Where problems are identified in an audit which results in the identification of a significant overpayment to Contractor, County must conduct an exit

SAMPLE

conference with Contractor at the close of the audit and provide a written report and a demand letter within thirty (30) days of the audit completion.

D. Contractor must repay County for any overpayment identified in the course of an audit within thirty (30) days of the audit completion. At County's discretion, repayment may be scheduled for direct submission to County or as an offset of a future bill for services. If Contractor fails to submit appropriate repayment within the designated time frames, County may offset future bills for service under this Agreement.

10. NEGATION OF PARTNERSHIP

In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, Contractor of a grant and not an agent or employee of County. Subject to the terms and conditions of this Agreement, Recipient has and retains the right to exercise full supervision and control of the manner and methods of providing services under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

11. CONFLICT OF INTEREST

Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

12. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

13. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County and County's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives ("Indemnified Parties") from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable

SAMPLE

attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Recipient or Recipient's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity. All non-County CCP/EC members as well as their agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives, for the purposes of this Agreement shall also be Indemnified Parties.

14. INSURANCE

Contractor, in order to protect County (and non-County CCP/EC members) its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor' s obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the County. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies.

A. Liability Insurance Requirements:

i. Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

a. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the Recipient's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

b. Workers' Compensation and Employers Liability Insurance requirement, in the event vendor has employees who may perform any services pursuant to this Agreement. Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

SAMPLE

Contractor shall require any sub-contractors to provide workers compensation for all of the sub-contractors employees, unless the sub-contractors employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

c. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence.

ii. The Commercial General Liability and Automobile Insurance required in these sub-paragraphs (a) and (c) shall include an endorsement naming the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

List certificate holder as:
County of Kern, its Officers, Agents and Employees
1115 Truxtun Avenue
Bakersfield, CA 93301

iii. Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

iv. Prior to Contractor commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

B. Cancellation of Insurance -- the above stated insurance coverages required to be maintained by Contractor shall be maintained until the

SAMPLE

completion of all of the Recipient's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to County. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of all Certificates of Insurance or any coverage for County and County's Board members, officials, agents, and employees. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy

C. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating, or in special circumstances, be pre-approved by the County.

D. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

E. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by County.

F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

G. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor as described in Section 35 **TERMINATION/SUSPENSION**.

15. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by registered mail or personal service upon the other party. When served by registered mails, service shall be conclusively deemed to be made three (3) days after deposit with the United States Postal Service (postage prepaid) addressed to the party to whom such notice is to be given as follows:

SAMPLE

Notice to County shall be made to:

Kern County Probation Department
TR Merickel, Chief Probation Officer
2005 Ridge Road
Bakersfield, CA 93305

Notice to Contractor shall be made to:

(*Contractor*)
(Contact Name)
(Address)
(City, State, Zip)

16. ASSIGNMENT

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by Contractor shall be valid unless and until it is approved in writing by the County and made subject to such reasonable terms and conditions as the County may impose.

17. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

18. HEADINGS

Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. Agreement is the product of negotiation and both Parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

19. CHOICE OF LAW

Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

20. OBSERVE LAW

Contractor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

SAMPLE

21. CONFIDENTIALITY

Contractor shall not, without the written consent of the County, communicate confidential information, designed in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

22. HIPAA COMPLIANCE

Contractor has established internal policies and procedures regarding the Health Insurance Portability and Accountability Act and agrees to make such policies and procedures available to County upon request.

23. SECURITY REQUIREMENTS

A. Contractor must have policies in place that limit the use of shared applications by employees for security measures and a secure server with the capability to provide encryption for outgoing communication as provided by the Health Insurance Portability and Accountability Act Security rule ("HIPAA"). In addition the potential provider must keep participant records in a secured area and redact social security numbers from paperwork when transmitting data either by fax or email.

B. Contractor must have access to the internet and a valid email account for communication and reporting purposes; policies in place that limit the use of shared applications by Contractor staff for security measures; a secure server with the capability to provide encryption for outgoing communication as provided by the HIPAA Security rule; Adobe Reader to access and read PDF files; and an accounting system to provide expense reports as requested by the CCP.

24. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to the County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely

SAMPLE

responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment

26. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

27. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

28. NON-COLLUSION COVENANT

Contractor represents and agrees that is has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

29. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly or through contractual or other arrangements.

30. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

31. APPROPRIATION

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination. Contractor will be given thirty (30) days written notice in the event that such

SAMPLE

action is required by County.

32. REPRESENTATIONS

Contractor makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:

A. Contractor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

B. Contractor does not have any actual or potential interests to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

33. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

34. SOLE AGREEMENT

This document, including the attachments hereto, contains the entire Agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promises, modifications, change or inducement shall be effective or given any force or effect.

35. TERMINATION / SUSPENSION

County may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement, through no fault of the party initiating the termination. In the event this Agreement is terminated by either Contractor or County, Contractor shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either Party terminate or

SAMPLE

suspend (see sub-section B below) this Agreement as provided herein, County shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination/suspension in an amount not to exceed the maximum dollar amount indicated in Exhibit "B".

A. Immediate Termination

i. Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately after giving written notice to Contractor in the event County determines that Contractor does not have the proper credentials, experience or skill to perform the required services under this Agreement; or in the event that continuation by Contractor in the providing of services may result (i) in civil, criminal, or monetary penalties against County, (ii) in the breach of any federal or state law or regulatory rule or regulation or condition of accreditation or certification, or (iii) in the loss or threatened loss of County's ability to participate in any federal or state health care program, including Medicare or Medi-Cal.

ii. Failure by Contractor to maintain all such insurance, as described in Section 14 **INSURANCE**, in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor, and County shall have the right to terminate this Agreement effective immediately after giving written notice to Contractor.

B. Suspension

i. Notwithstanding the foregoing, County shall have the right to suspend this Agreement effective immediately after giving written notice to Contractor in the event County determines that Contractor demonstrates deficiency(ies) that are egregious (i.e., any circumstance that poses an immediate danger to the health, safety, or welfare of the public, staff, or participants), unresolved, on-going, and/or repetitive.

ii. Suspension of contract for an indefinite period of time. Upon suspension of contract, all participants referred by any County department or agency shall be removed from the Contractor's program. Contractor shall not receive any additional county-referred participants until further notice.

iii. All suspension of contracts shall be presented to the CCP. At which time the CCP will determine if the contract will be reinstated, terminated, or remain in suspension for a specified period of time.

SAMPLE

36. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

37. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights or action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services of benefits under this Agreement shall be deemed an incidental beneficiary only.

38. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that CONTRACTOR, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any and all liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

39. WAIVER OF CLAIMS

Contractor waives all claims and recourse against County, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.

40. SIGNATURE AUTHORITY

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

APPROVED AS TO CONTENT
Kern County Probation Department

By:_____
TR Merickel, Chief Probation Officer
Chairman, Community Corrections Partnership

COUNTY OF KERN

By:_____
Chairman, Board of Supervisors
"**County**"

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Deputy

CONTRACTOR

By:_____
Name, Authorized Signature
"Contractor"

SAMPLE

EXHIBIT "A"
DESCRIPTION OF SERVICES

1. PROJECT DESCRIPTION

A. Programs and services shall be provided to male and female individuals in Kern County, California who have been released from state prison, county jail, who are under the supervision of the Kern County Sheriff's Office or the Kern County Probation Department, or any other individual at risk of becoming involved in the criminal justice system. CCP and County reserves the right to modify the scope of the program to any extent necessary to ensure compliance with local, state, or federal guidelines.

B. Contractor shall provide Sober Living Environment (SLE) bed-days and services for male and female clients. Client should be housed for an average of ninety (90) days with the option of extensions for individuals who have multiple barriers to becoming self-sufficient. Extensions must be approved in writing by the designated County staff prior to implementation. It is anticipated that approximately _____ beds will be occupied per day, not to exceed _____ bed-days over the course of this Agreement.

i. SLE bed-days and services include housing, food, random drug and alcohol testing, house supervision twenty-four (24) hours per day, and transportation as necessary to support the goals of the program

C. Male clients shall reside at the facilities designated for men only located at (address).

D. Female clients shall reside at the facilities designated for women only located at (address).

2. PROJECT TIMELINE

A. Contractor shall begin providing services at the time clients are referred to the facility. Services shall conclude on or before December 31, 2018.

3. OTHER TERMS AND CONDITIONS

Contractor must adhere to the following:

A. Prepare and submit monthly reports as required. Data elements to be reported include, but are not limited to the following:

- Number of individuals served
- Types of services provided

SAMPLE

- Employment data
- Participant needs assessment and program/service plans completed
- Reason(s) participants leave the program/service
- Other data elements as requested

B. Prepare and follow a case plan for each individual.

C. Track service referrals, engagement, utilization, and completion status, and share this information with partnering agencies when applicable.

D. Prepare an annual report with data elements to be determined by CCP within sixty (60) days following the end of the Agreement year.

E. Prepare and submit claim reimbursements within ten (10) business days following the last calendar day of the month.

F. Provide a Daily Census Report to the Sheriff's Office liaison to indicate occupancy availability for clients before 9 a.m.

G. Must be able to communicate and work with people of different cultures, languages, ages, and socio-economic backgrounds.

H. Must commit to ongoing program-evaluation efforts, and adapt and modify efforts as indicated by the results of program-evaluation.

I. Contractor will also follow these guiding principles:

i. Comply with all provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

ii. Programs and services should focus on prevention, early intervention, preventing institutionalization, and/or reducing recidivism.

iii. Programs and services must be effective, fit community need(s) and be accountable based on program outcomes.

iv. Continuance of multi-year projects will be based on an annual review of provider performance.

v. Reasonable administrative costs are allowed depending on services provided.

vi. CBO's should assist County agencies with maintaining a continuum of care.

vii. Programs and services must be evidence-based, have a proven practice or best practice and have a proven track record of providing services to this population for the three (3) years immediately prior to this Agreement.

SAMPLE

viii. Programs and services should be client centered.

ix. Programs and services must promote cooperation and collaboration among community-based organizations.

x. CBO will offer a clean and inviting environment.

xi. Must remain in good standing throughout the duration of the Agreement term. Good standing is defined as having no unresolved, egregious, on-going, and/or repetitive plan of correction on file, and no Agreement termination due to cause as provided in paragraph 35 **TERMINATION / SUSPENSION.**

xii. Provide programs and services and presented in their RFP proposal which will be monitored for adherence through this Agreement.

xiii. Must collaborate with referring agencies and other CBO's or groups to help provide the programs and services needed to meet the CCP goals.

J. Contractor will be required to attend regular monthly CBO meetings, attend individual meetings every six (6) months, and provide an annual report including the data elements specified in Section B above to the CCP. Failure to participate in a monthly provider meeting is considered a breach of this Agreement and may lead to termination of the Agreement.

I acknowledge that I have read and understand the provisions pertaining to financial records and will maintain such records as noted in **Sections 7 ACCOUNTING REQUIREMENTS and 9 PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF RECORDS** of this Agreement. I further affirm that all funds received will be held separately in an accredited financial institution.

INITIAL_____

I acknowledge that I have read and understand the provisions pertaining to **Section 4 USE OF FUNDS** of this Agreement.

INITIAL_____

I acknowledge that I have read and understand the provisions pertaining to **Section 6 LICENSING, CERTIFICATIONS AND QUALIFICATIONS** of this Agreement.

INITIAL_____

I acknowledge that I have read and understand the provisions pertaining to **Section 11 CONFLICT OF INTEREST** of this Agreement.

INITIAL_____

SAMPLE

I acknowledge that I have read and understand the provisions pertaining to **Exhibit "D" COMMUNITY BASED ORGANIZATION GUIDELINES**, which is attached hereto and made a part hereof, of this Agreement.

INITIAL_____

SAMPLE

EXHIBIT "B"
BUDGET

Insert

SAMPLE

EXHIBIT "C"
CONTRACTOR RFP PROPOSAL
SCOPE OF WORK

Insert

SAMPLE

EXHIBIT "D"
COMMUNITY-BASED ORGANIZATION (CBO) GENERAL GUIDELINES, SANCTIONS, AND APPEAL PROCESS

The Community Corrections Partnership ("CCP") is dedicated to working with Community-Based Organizations ("CBO") to improve the outcomes of individuals involved in the criminal justice system. Representatives from the Kern County Mental Health Department, Probation Department, and Sheriff's Office serve as representatives for the CCP ("CCP representatives"), and will work directly with the CBOs. The following are general guidelines that all CBOs contracted through the CCP must follow. These general guidelines govern a wide variety of services offered through CBOs. More specific requirements may be required depending on the specific type of service being provided.

Minimum Requirements

1. CBOs providing transitional housing must be Sober Living Environment ("SLE") certified through the Kern County Mental Health Department, Substance Use Disorder Division, and follow all SLE Guidelines. The SLE Guidelines can be located at http://www.co.kern.ca.us/artman2/kcmh/publish/SAbuse/index.asp.
2. CBOs must attend all scheduled meetings including:
   a) Monthly CBO meetings;
   b) Biannual review meetings; and
   c) Other meetings as requested.
3. CBOs must adhere to the project description outlined in their contract for AB 109 services.
4. CBOs must actively participate in the following:
   a) Development of goals, objectives, and outcome measures;
   b) Development of intermediate performance measures;
   c) Conducting program evaluations;
   d) Preparing Annual Reports;
   e) Utilization of information garnered from such activities;
   f) Program modification to implement findings; and
   g) Reports must be delivered using currently accepted reporting formats.
5. All CBOs must adhere to all local, state, and federal laws.

   Failure to meet these minimum requirements is seen as a "deficiency" and may result in the imposition of a sanction or revocation of contract depending on the severity of the deficiency. The Mental Health Department shall take the lead role and enforce SLE Guidelines when dealing with a deficiency for a SLE certified CBO.

Plan of Correction

1. Upon notice of any deficiency(ies), the director of the CBO must submit to the CCP representatives, within thirty (30) days, written verification of correction for each deficiency identified in the notice, including the date of correction.
2. If the director cannot correct a deficiency by the date specified in the notice of deficiency, he or she must submit a written Plan of Correction (POC) to the CCP

SAMPLE

representatives. The POC must be submitted prior to the date specified in the notice, must specify the steps taken to correct the deficiency, and state the date by which each deficiency will be corrected.

3. In reviewing the POC, the CCP representatives will consider:
   a) Any potential safety hazards presented by the deficiency(ies);
   b) The number of participants impacted by the deficiency(ies); and
   c) Any documentation submitted by the director to substantiate the proposed POC.
4. Within fifteen (15) days of receipt of the written correction verification and/or POC, the CCP representatives must notify the director in writing whether it has been approved or if additional action is needed.
5. The CCP representatives will follow-up to determine if the CBO has corrected all deficiencies specified in the notice of deficiency. Other county departments, if applicable, may conduct follow-ups as well.
6. If a follow-up review indicates that a deficiency has not been corrected on or before the date specified in the notice of deficiency or the date outlined in the approved POC, the CCP representatives may impose a sanction pursuant to these guidelines.

Sanctions

1. Sanctions are designed to:
   a) Protect the safety of the community, staff and participants; and
   b) Assist the CBO in maintaining a quality level of care and service.
2. All sanctions shall be handled on an individual basis.

Types of Sanctions

The CCP representatives may impose one or more of the following sanctions for a violation of these guidelines:

1. Informal Reprimand: Suitable for a minor violation (i.e., missing one CBO monthly meeting, neglecting to submit monthly claims in a timely manner, failing to submit required reports by deadline, etc.). An informal reprimand may include coaching or counseling to assist the CBO in exploring remedies. Informal reprimands will remain on file for 2 years.
2. Formal Reprimand: For a serious violation (i.e., failure to adhere to local, state, and/or federal laws; mismanagement of funds; evidence of criminal activity; etc.), a letter of reprimand containing a description of the problem and recommended corrective action will be sent to the CBO and will become a permanent part of the CBO record.
   a) Suspension of Referrals: If the violation is very serious (i.e., any circumstance that poses an immediate danger to the health, safety, or welfare of the public, staff, or participants), or if violations are repeated, the CCP representatives may suspend all new referrals to the CBO for a specified period of time. Current program participants at the time of suspension may, depending on the circumstances, be allowed to remain and complete the program.

SAMPLE

b) Suspension of Contract: If the violation is egregious (i.e., any circumstance that poses an immediate danger to the health, safety, or welfare of the public, staff, or participants), unresolved, on-going, and/or repetitive the CCP representatives reserve the right to immediately suspend the CBO's contract. Suspension of contract is for an indefinite period of time. Upon suspension of contract, all participants referred by any County department or agency shall be removed from the CBO and placed in another county CBO. The CBO shall not receive any additional county-referred participants until further notice. All suspension of contracts shall be presented to the CCP. At which time the CCP will determine if the contract will be reinstated, terminated, or remain in suspension for a specified period of time.

c) Termination of Contract: The most serious disciplinary action is the Termination of contract. If the public, staff and/or participants are in immediate danger or a CBO fails to maintain required certifications, the CCP representatives reserve the right to immediately revoke the CBO's contract. Termination of contract is for an indefinite period of time. Upon termination of contract, all participants referred by any County department or agency shall be removed from the CBO and placed in another county CBO. The CBO shall not receive any additional county-referred participants until further notice.

3. Removal of Good Standing: CBOs with multiple, unresolved, egregious, on-going, and/or repetitive plans of correction on file may result in removal of Good Standing.
4. If circumstances exist that would not place the public, staff or participants in immediate danger, but could possibly warrant termination of contract (i.e., failure to meet the minimum requirements), the CCP representatives may recommend termination of contract.
5. The CCP representatives and involved county agencies shall meet and confer prior to any sanction.
6. Failure to comply with an imposed sanction may result in the imposition of a more severe sanction, up to and including termination of contract.
7. Once a termination of contract has been imposed on a CBO, the CCP representatives shall send a written notice of sanction to all involved agencies.

Notice of Sanctions

1. Any circumstance that poses an immediate danger to the health, safety, or welfare of the public, staff, or participants shall be corrected immediately by the CBO, and will result in the imposition of a sanction.
2. Before a sanction is imposed for violations other than those specified in Section 1, the CBO shall have an opportunity to take voluntary corrective action.
3. Upon determination that sanctions will be imposed, the CCP representatives will provide the CBO's director written notification of the grounds for sanctions and the extent of the sanctions. The notification will include a copy of the appeal procedures set forth herein below.

SAMPLE

Appeal Process

CBOs have the right to appeal any sanction imposed pursuant to the provisions in these guidelines:

1. If a CBO wishes to appeal any sanction(s), the appeal shall be in writing, and shall be received by the CCP representatives within fifteen (15) days of the date of the notice of sanctions.
2. If a sanction is appealed in a timely manner, the CCP representatives will schedule a hearing before a panel of CCP Representatives, to include a minimum of one representative from the Kern County Mental Health Department, Probation Department, and Sheriff's Office, within fifteen (15) business days, and will notify the CBO ("Appellant") of the date.
3. At the hearing, which will be conducted informally, the Appellant will be provided the opportunity to provide evidence, written or oral, in support of its position that sanction(s) not be imposed or should be reduced.
4. Written notice of the CCP representatives' decision will be provided to the CBO within ten (10) days after close of hearing.

SAMPLE

APPENDIX A

COUNTY OF KERN
COMMUNITY-BASED SERVICES FOR AB 109 INDIVIDUALS IN KERN COUNTY
COVER SHEET
USE THIS FORM ONLY
(Type or Print)

Organization:	
Project Title:	
Amount Requested:	**Tax ID Number:**
Type of Service(s) Provided:	

AUTHORIZED APPLICANT	
Name:	**Title:**
Mailing Address:	**E-mail Address:**
Telephone Number:	**Fax Number:**

PROJECT ADMINISTRATOR	
Name:	**Title:**
Telephone Number:	**E-mail Address:**

Authorized Signature: _____ **Date:** _____

I affirm that I am authorized to sign on behalf of the above-listed organization and that all information contained herein is true and accurate to the best of my knowledge.

Deliver application packages to:

Kern County General Services-Purchasing
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301
Telephone: (661) 868-3000

Applications must be mailed or hand-delivered. Applications will not be received electronically.

Kern County is not responsible for late, lost, or undeliverable applications.

APPENDIX B

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

GOVERNMENT CODE
SECTION 8355-8357

8355. (a) Every person or organization awarded a contract or a grant for the procurement of any property or services from any state agency shall certify to the contracting or granting agency that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

(b) (1) The certification requirement set forth in subdivision (a) does not apply to a credit card purchase of goods of two thousand five hundred dollars ($2,500) or less.

(2) The total amount of exemption authorized herein shall not exceed seven thousand five hundred dollars ($7,500) per year for each company from which a state agency is purchasing goods by credit card. It shall be the responsibility of each state agency to monitor the use of this exemption and adhere to these restrictions on these purchases.

8356. (a) Each contract or grant awarded by a state agency may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of this article, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

(b) The Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with this chapter.

This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with this chapter.

(c) Every state agency that directly awards grants without review by the Department of General Services shall immediately notify the department of any individual or organization that has an award canceled on the basis of violation of this chapter.

8357. This chapter shall not be construed to require any contractor or grantee to ensure that other businesses with which it subcontracts also provide drug-free workplaces.

Signature _____ Date _____