



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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Request for Proposal (RFP) 23P3-014

FOR

AB109 Treatment and Intervention Services

Question Deadline	February 23, 2024, at 5:00 PM, Pacific time Submit questions by email to Contact Person
Dissemination of Answers	March 1, 2024, at 5:00 PM, Pacific Time
Submittal Deadline	March 15, 2024, at 5:00 PM, Pacific Time Proposal must be received by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna Soldate Email: Shauna.Soldate@santacruzcountyca.gov Phone (831) 454-2526 Fax (831) 454-2710

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SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide AB109 Treatment and Intervention Services.

The Probation Department will fund organizations to deliver research-based services that achieve measurable positive outcomes impacting recidivism among individuals under the supervision and monitoring of the Santa Cruz County Probation Department, with a priority focus on individuals sentenced under PC1170.h and those on Post Release Community Supervision (PRCS).

AB109 Treatment and Intervention Service Network. The AB109 treatment and intervention services divides available funding among multiple service types, including SUD treatment, cognitive/behavioral curricula, reentry support, mental health, education, employment, housing, and community engagement, as well as operation of two multi-service probation success centers. Funding levels for each service type are based on the prevalence of need, anticipated utilization, and average cost for service delivery and completion. Service types match the research-validated areas most closely correlated with recidivism reduction, as well as responsivity services needed to stabilize individuals so that they can benefit from recidivism reduction efforts. Respondents are invited to submit proposals for one or more service areas.

➡ **NOTE: Proposals addressing multiple service areas require a complete and separate proposal and response package for each service area. Combined submittals will not be accepted.**

All service contracts funded through this RFP will be for the period of July 1, 2024 through June 30, 2025, and may be renewed annually for up to three additional years, depending on adequate performance and outcomes, client utilization, and funding availability through the State AB109 allocation.

Projected Funding Allocation: The amount of funding available for services selected through this RFP is contingent on amount of the base allocation incorporated in the California FY 2024-25 Budget, enacted by the Legislature June 15, 2024, as well as the amount of the growth allocation, determined by the Department of Finance and distributed in November or December of 2024. The following is an estimate of that amount, based on prior year funding levels and economic projections from the State Legislative Analyst's Office:

Assuming an annual increase of 2% from the County's 2023-24 base funding, as well as an average growth funding that is equal to half of the pre-COVID annual amount (FY16-FY20), the total amount of funding available under this Request for Proposals will be approximately **\$3,990,000** for the 2024-25 fiscal year. If base funding continues to increase at 2% per year, the amounts available in the following two fiscal years will be approximately \$4,070,000 in FY25-26 and \$4,151,000 in FY 26-27.

➡ **NOTE: Total funding available under this Request for Proposals and any estimated amounts for each service area are contingent upon the actual allocation amount received by Santa Cruz County for fiscal year 2024-25 and beyond.**

Selected respondents must possess all permits, licenses, and professional credentials necessary to provide and perform services as proposed to this RFP. County maintains its right as it deems necessary, to add or delete services to any contract awarded as a result of this RFP, with a thirty (30) day written notice, to accommodate changes due to a reduction in grant/state funding for AB109. Selected respondents must be able to provide required services and communicate to participants in person, utilizing available technological resources (phone, text, computer, other device) or utilizing a hybrid model based upon participant need and public health directives.

As part of our Departmental Operational Plan and commitment to equity, as well as legislative requirements to be culturally competent and responsive, services should include availability during traditional and non-traditional hours (i.e., evenings and/or weekends) as well as capacity to provide services at locations throughout the county.

☞ NOTE: All respondents must document their agreement and capacity to provide services during both traditional and non-traditional hours (i.e. evenings and weekends) as well as to provide services at any location in the county in order to meet the needs of the service population.

Funding Categories and Estimated Amounts. During previous funding cycles, the majority of AB109 services have been provided as intended with satisfactory progress made towards all service deliverables. The array of services has been guided by research regarding areas of criminogenic needs as well as data regarding specific types and level of need among the local service population. In addition, various pilot programs that were developed to address emerging needs and opportunities have informed the selection and prioritization of service areas. In particular, these programs have demonstrated the critical need for case management services, including one-on-one support for enrollment and engagement, service planning, identifying, and addressing barriers, and on-going support over time. Others have created diversion and early representation models that can limit unnecessary involvement in the criminal legal system for early and first-time offenders, thus freeing up resources to provide greater impact among higher risk populations.

The following table shows the service areas to be funded through AB109, along with the estimated level of funding allocated, based on prior utilization and current need. A more detailed description, along with the amounts allocated to subcategories can be found in Section 1.3, below.

Service Area	Description of Services	Estimated Service Area Funding	Funding Percentage
1	Cognitive/Behavioral Curricula focused on criminal thinking, behavior, and identity	\$500,000	12.5%
2	Educational Services focused on the acquisition of high school diploma or equivalency, as well as basic literacy and planning and enrollment in higher education	\$480,000	12.0%
3	Employment Development Services , including workforce preparation, job seeking support, development of employment opportunities	\$250,000	6.3%

Service Area	Description of Services	Estimated Service Area Funding	Funding Percentage
4	Housing Support , including emergency/bridge housing, and transitional housing opportunities	\$230,000	5.8%
5	Mental Health Treatment and Support , including assessment, counseling, and mental health system navigation	\$400,000	10.0%
6	Reentry Case Management and System Navigation , including Success Center staffing, reentry planning, service access and engagement, and case management follow-up	\$670,000	16.8%
7	Substance Use Disorder Education , including in-custody classes and community-based DUI programs	\$120,000	3.0%

☞ **NOTE: The following AB109 funding areas are not open for proposals under this RFP. Providers for these services will be selected by the department indicated and will follow existing County procurement guidelines.**

Service Area	Description of Services	Estimated Service Area Funding	Funding Percentage
8	Substance Use Disorder Treatment (administered by Health Services Agency), including assessment, detox, medically assisted treatment, all levels of residential and outpatient treatment, sober living environment housing, and recovery support services	\$755,000	18.9%
9	Community Diversion (administered by the District Attorney), including Neighborhood Court or other community-based diversion programs	\$200,000	5.0%
10	Early Legal Representation (administered by the Public Defender’s Office), including assessment, legal support, human services referral, and follow-up	\$200,000	5.0%
11	Probation Success Centers , (administered by the Probation Department) including facility rental, equipment, and utilities	\$185,000	4.6%

1.1 Background

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

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

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

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

AB109 creates an opportunity for our community to take greater responsibility for sentenced offenders, and to commit our local expertise to reducing recidivism among this population. A key aspect of this effort is the delivery of evidence-based intervention strategies and services that directly address criminogenic needs of the AB109 offender populations. Beginning in 2012 service providers were selected through an open Request for Proposal process that was conducted again in 2015 and 2019.

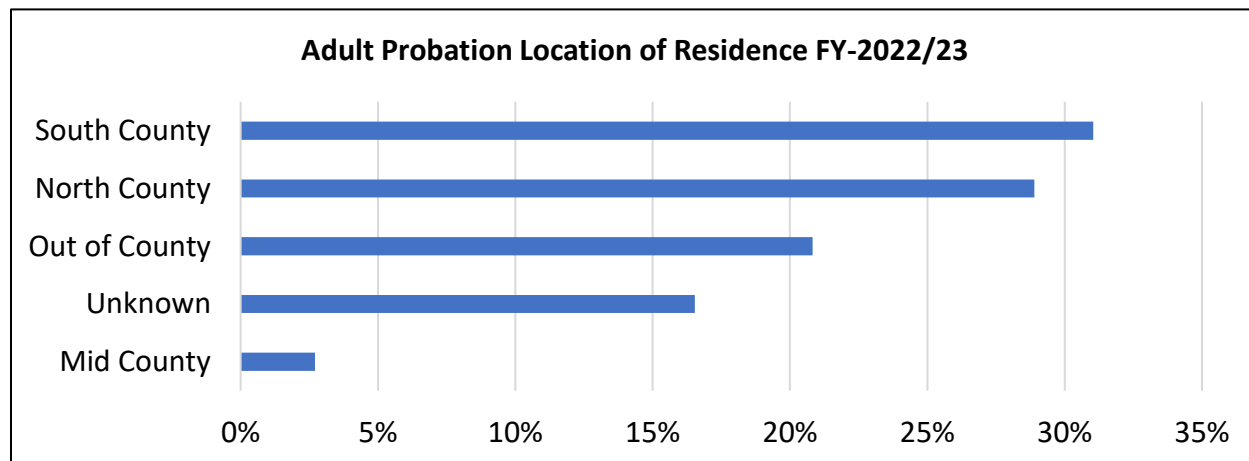
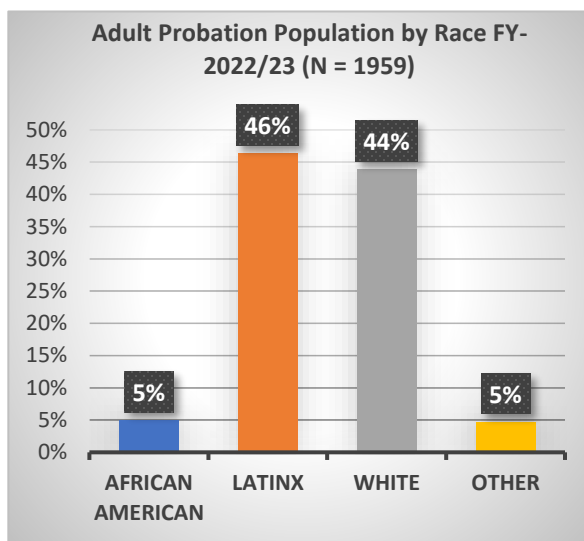
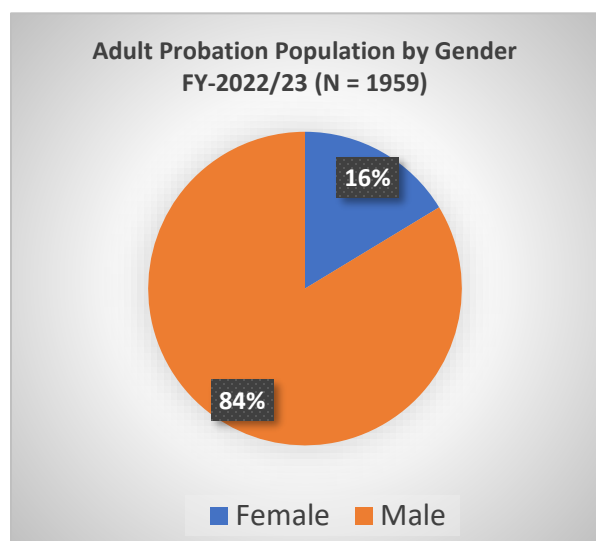
Probation has strategically and successfully partnered with community stakeholders to support the Adult Division's efforts to provide comprehensive and culturally responsive supervision and services that the court, court partners, and community rely on to enhance community safety. Organizations providing services under AB109 funding commit to training and policy development in order to provide the most responsive, continually improving services to the target population. This includes active participation in planning to identify systemic barriers to successful reentry, and to develop policy recommendations to reduce or eliminate such barriers. Please visit Probation's website for more information and copies of the current annual plan at: <http://www.co.santa-cruz.ca.us/Departments/ProbationDepartment.aspx>.

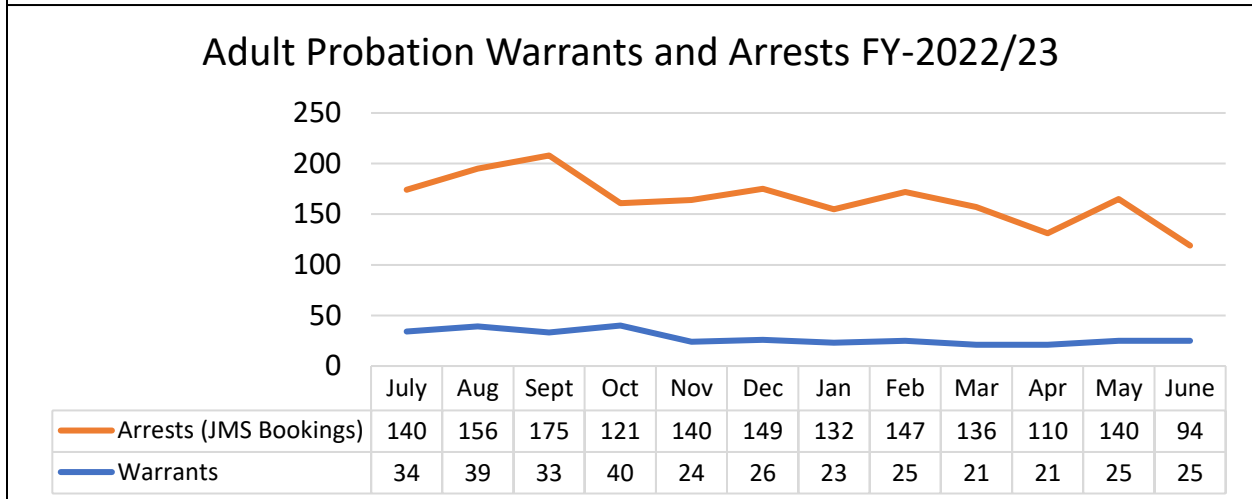
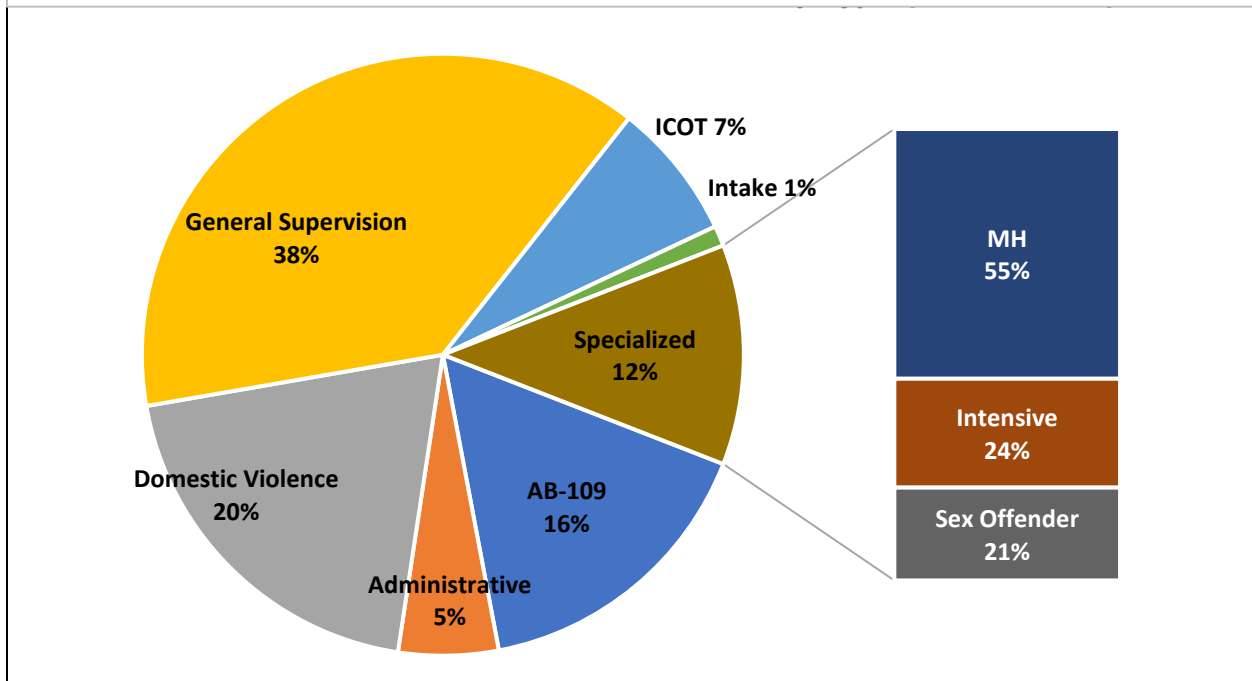
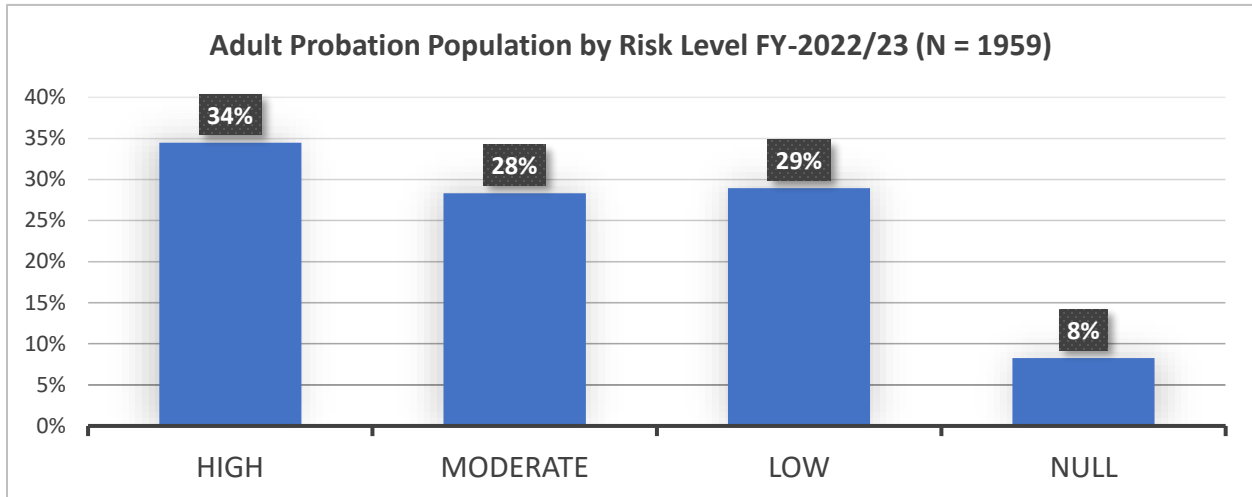
1.2 Service Population

Individuals to be served under this RFP include the AB109 Realignment population as well as other individuals who are under the jurisdiction of the County Probation Department and who are not receiving services through other specialized programs and initiatives. The AB109 realignment population is itself comprised of two groups: individuals sentenced to serve a prison term in the local jail facility under PC 1170(h); and those returning from State Prison whose are subject to Post Release Community Supervision (PRCS). For the past three years, Santa Cruz County has supervised an average of 385 AB109 cases, 62% of these PRCS and 38% 1170(h).

In addition to this primary group, services under this request for proposals will be provided at the two Probation Success Centers, based on referrals from probation staff. This is the broader population of individuals who are under the Probation Department’s jurisdiction but who are not receiving services through other specialized programs and initiatives. The active probation population averages 1,200 individuals, with an additional nine hundred on bench warrant or administrative caseloads. Up to 300 additional pretrial individuals are under supervision by the department. Information regarding the characteristics of the service population comes from multiple sources, including the Probation Department’s case management system and recent data collection efforts.

Population Demographics. The following charts provide information regarding the overall demographic characteristics and probation information for the requested service population.



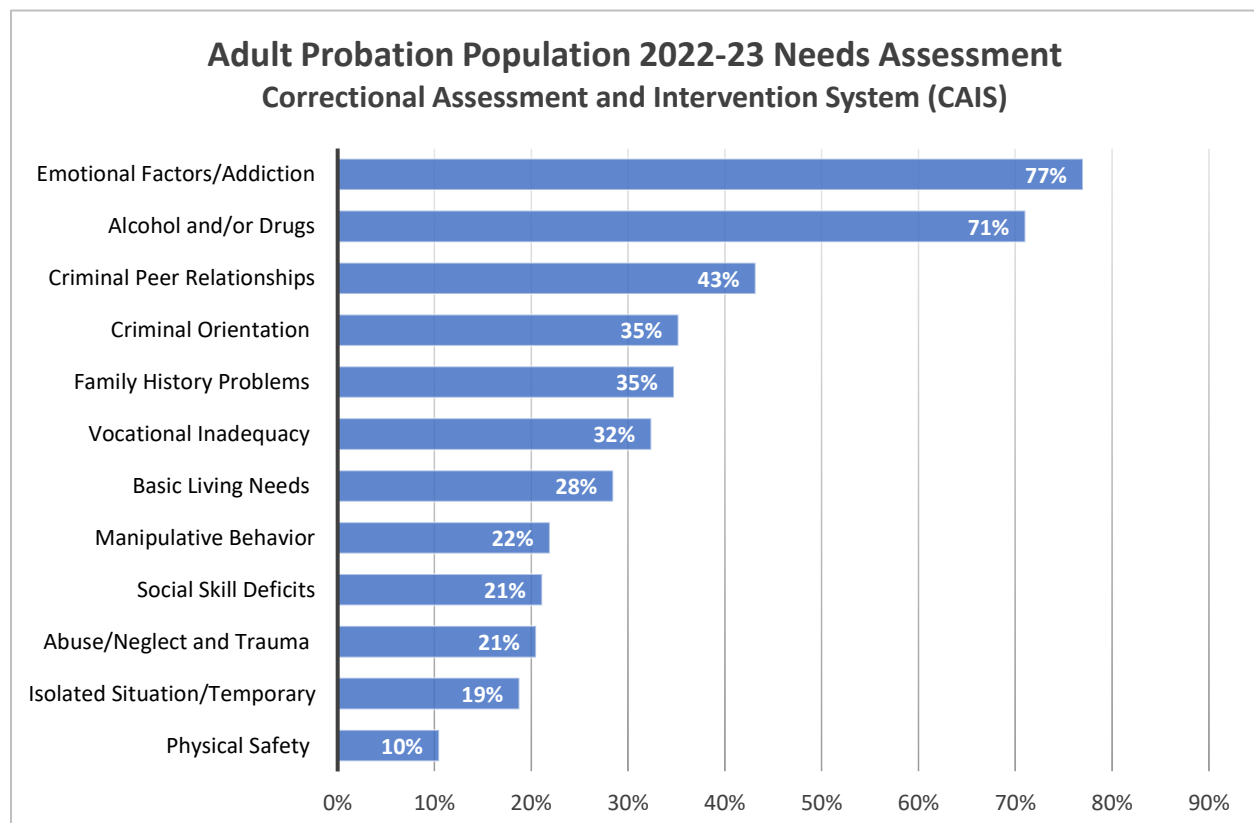


Criminogenic Needs. Individuals in the criminal justice system have needs in multiple areas directly related to criminal recidivism. Research and meta-analysis (Andrews, Bonta, Wormith, 2006; Latessa & Reitler 2015) identifies a core set of static and dynamic factors that need to be addressed in order to reduce the risk of recidivism:

- A history of antisocial behavior
- Anti-social personality pattern conducive to criminal activity
- Antisocial/pro-criminal attitudes, values, beliefs, and cognitive-emotional states
- Pro-criminal associates and isolation from prosocial others
- Family factors that include criminality and a variety of psychological problems in the family of origin
- Low levels of personal educational, vocational, or financial achievement
- Low levels of involvement in prosocial leisure activities
- Abuse of alcohol and/or drugs

While individuals in the criminal justice system may have multiple additional needs in order to successfully reintegrate into the community, core criminogenic factors must be addressed before a reduction in criminal behavior is likely. In addition, however, some areas of non-criminogenic areas of need must be addressed to stabilize individuals and allow them to access, participate, and benefit from services. These are generally referred to as “responsivity factors”

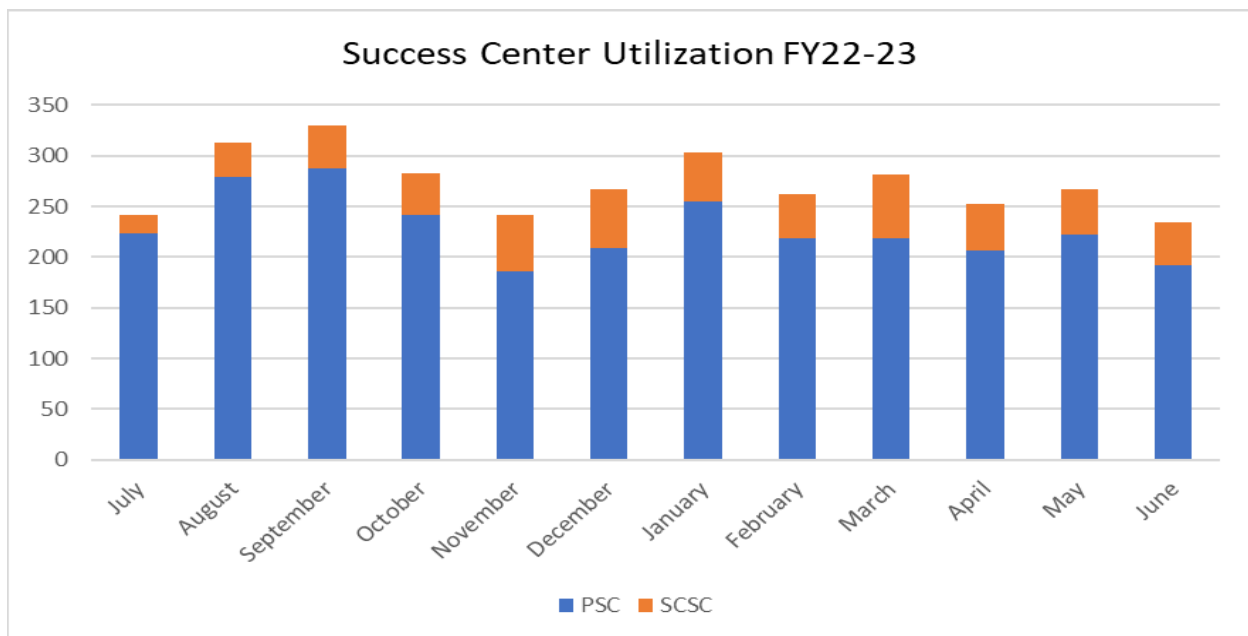
The following table shows the overall percentage of the target population that have needs in each of the listed service areas that were assessed as “high significant” or “significant.” Because each individual can have needs in more than one area, the total is greater than 100%.



Additional client surveys have been conducted recently in support of the Probation Department’s strategic planning process, as well as for the Reducing Revocations Challenge, a system-reform initiative supported by the Arnold Ventures Foundation. Some of the findings include the following:

- Over two-thirds of all adults on probation have alcohol or drug-related court-ordered terms requiring them to abstain from possession or use, and/or requiring them to attend and complete substance use treatment.
- Individuals with alcohol or drug-related terms are 60% more likely to have a formal violation of probation filed during the period of their supervision.
- A quarter of individuals surveyed reported experiencing challenges or difficulties in completing pretrial or probation requirements.
- Approximately 40% of those surveyed had utilized services through the Probation Success Centers.
- Client satisfaction surveys show that although 64% report no negative experiences with probation, those who did generally identified issues of communication and officer availability, as well as accessing services.
- Substance use disorders and mental health needs were identified by individuals on probation, system partners, and probation staff as one of the highest priority areas of need.

Success Center Utilization. The number of clients accessing the Probation Success Centers remains lower than pre-pandemic levels and did not grow significantly during the past year. This will be a primary goal for the current year, to be accomplished through additional center staffing for case management, non-traditional hours of operation, pro-social activities, and events, as well as enhanced integration with the CAFES Cohort III intake and case management team.



2023 Jail Needs Assessment. A voluntary, anonymous needs assessment was administered during the first week of November 2023 to individuals incarcerated in the Santa Cruz County Main Jail, Blaine Street Women's Facility, Rountree Medium Security and Rehabilitation and Reentry Facility. The needs assessment instrument was a six-page written survey, provided in both English and Spanish. A total of 202 surveys were completed: two were eliminated due to incomplete or inconsistent responses. Survey items included demographic information and history of criminal legal system involvement; participation in in-custody programs; and needs regarding housing, employment, education, health and substance use, or other reentry support.

Survey findings included:

- 35% of respondents have not participated in any in-custody services. The services that were most utilized included GED/High School Diploma classes (27%), Substance Abuse Education (20%), Counseling/Mental Health (20%), and Skills for Reentry (18%).
- One third of respondents report having no healthy support system in the community, and two-thirds report not belonging to any organizations, clubs, churches, or self-help groups.
- Nearly half of respondents reported not having stable housing when they return to the community.
- 42% of respondents report having been expelled from school, and 85% had no post-secondary degree. 41% identified community college enrollment and financial aid as a need post release.
- 45% were not employed before incarceration, and only 33% reported having employment lined up when released. Top need areas for employment included help finding job openings, resume development, job training, and college classes.
- 18% reported daily alcohol use and 32% reported daily drug use in the past 12 months. 44% have been on medication for a diagnosed mental health issue, including depression, general anxiety, and PTSD. Physical abuse was reported by 37%, sexual abuse was reported by 22%, and domestic violence was reported by 30% of all respondents. Among female respondents, these were 75%, 58%, and 75%, respectively. 20% of respondents identified methadone or other medically assisted treatment as post-release need.
- 54% were enrolled and active in Medi-Cal or had private insurance. 29% didn't know or were not sure about their Medi-Cal status. 51% responded that they will need help with Medi-Cal or other insurance enrollment when they are released.
- 128 individuals responded to an open-ended question about programs and supports needed in custody and when they return to the community. Most common priority areas included: Substance Use Disorder (MAT in custody, AA/NA meetings, residential treatment, sober living environment); Housing (Section 8 housing support, sober living environment, hotel vouchers, emergency shelter); Education (college classes and enrollment, high school diploma, computer technology skills/literacy, vocational training); Employment (job skills, job searching, learning a trade, job placement); Basic Needs (transportation, clothing, driver's license, food, tattoo removal, phones, CalFresh); and In-Custody Programs (12-step meeting, yoga, college classes, financial literacy classes, MAT, programming in all units). Other areas included social support, mental health, social skills classes, medical and legal services.

1.3 Service Delivery Model

Service Model. Based on the results from a comprehensive external evaluation of local AB109 implementation and outcomes, the Probation Department implemented the Probation Success Center model, a “one-stop” location where multiple programs are co-located to improve service access and facilitate transitions. Two Success Centers are in operation, including the Santa Cruz City-based Probation Success Center (PSC) and the Watsonville-based South County Success Center (SCSC). The Success Center model promotes communication and coordination between service providers and creates an access point for multiple community service systems. The centers are accessible to all adults under probation supervision.

➡ **NOTE: AB109 services are expected to be provided within the Success Center model of collaborative, co-located services, or to be delivered to individuals incarcerated in County jail facilities. Where appropriate, community-based services may be provided in alternative locations that promote equity and better meet the needs of priority subpopulations.**

The current AB109 RFP will expand accessibility to services throughout the county and underserved communities by prioritizing non-traditional service hours (evenings and weekends). Proposals for funding will be required to include planning for this requirement.

1.4 Collaborative Initiatives Linked to AB109

Coordinated Access For Empowering Success (CAFES). CAFES is funded through the State Proposition 47 competitive funding initiative with a goal of providing services to individuals in the criminal legal system charged with or adjudicated for less serious crimes and who have an untreated mental health or substance use disorders that is likely to lead to further system involvement.

County of Santa Cruz Drug Medi-Cal Organized Delivery System. The Probation Department partners with the Health Services Agency (HSA) and community substance use disorder community-based organizations for the delivery of substance use disorder services. Drug Medi-Cal (DMC) is the health insurance that covers substance use disorder services for Medi-Cal beneficiaries. DMC Organized Delivery System (ODS) is designed to connect all providers at all levels of care across the County. The range of services includes residential, outpatient and intensive outpatient treatment; withdrawal management services; case management; recovery support services; and medication assisted treatment. An assessment and determination of medical necessity is a required part of the process. Probation has directed the use of AB109 funds to pay for additional treatments not covered by DMC, and also funds Sober Living Environments (SLE). Funding for these occurs through a transfer to HSA for the delivery on on-demand SUD services through the network of community SUD providers.

California Advancing and Innovating Medi-Cal (CalAIM). This initiative of the State Department of Health Care Services represents a transformation of the Medi-Cal program to make it integrate more seamlessly with other social services. CalAIM is being implemented in phases from 2022 to 2027 and will result in a number of changes, including providing jail discharge planners, that will work closely with the AB109 service network.

Santa Cruz County Superior Court Programs: Parole Reentry Court, Behavioral Health Court. Superior Court of Santa Cruz County works closely with system partners to support collaborative programs

to deal with certain types of criminal cases referred to as “collaborative courts”. These collaborative courts combine judicial supervision with rehabilitative services. Santa Cruz County Behavioral Health Court (BHC) is a supportive post-adjudication review court designed to improve treatment outcomes for defendants in an effort to reduce recidivism. Parolee Reentry Court is a supportive post-adjudication review court that provides resources, services, and assistance to individuals on State Parole who are in violation of the terms of their parole or who are at risk of parole violation to improve parolee outcomes, reduce recidivism and to support successful community reentry.

The Reducing Revocations Challenge: Advancing Probation Practice. Reducing Revocations is an initiative supported by the Arnold Ventures foundation focused on transforming probation community supervision and reducing its contribution to mass incarceration. Local efforts have included data collection and analysis, co-design teams to develop and disseminate strategies, and community-wide gatherings to promote equity and involve all system stakeholders in achieving better community safety outcomes. Implementation now includes an innovative incentive-based case management pilot project to increase client trust and engagement in behavior change, especially among individuals with substance use terms. Reducing mandatory drug testing and incentivizing engagement, even when clients are struggling with relapse, has diminished fear of probation and encouraged on-going collaboration with probation officers to seek alternatives to filing bench warrants or formal violations.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit completed responses to the RFP with appropriate attachments or explanatory materials. All attachments shall be identified with the respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic (email) responses, or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed. See section 2.4, below, for additional instructions.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Forms.

2.3 RFP Process Schedule

A. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary. The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
BOS Approval of RFP Release	02/13/2024
Release RFP	02/13/2024
Advertise RFP - Sentinel	02/13/2024 02/20/2024
Advertise RFP - Pajaronian	2/16/2024 2/23/2024
Deadline to Submit Written Questions	02/23/2024
Dissemination of Answers	03/01/2024
Deadline for Proposal Submittals	03/15/2024
Proposal Scoring and Selection	March/April 2024
Tentative Award Notification	April 2024
BOS Approval of Selection and Contracts	June 2024
Contract Start Date	July 2024

2.4 Submission of Proposal

- A. Respondent shall submit one (1) original signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein.
- B. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #23P3-014** addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

- C. The deadline to submit proposals is Friday, March 15, 2024, at 5:00 PM PST.

2.5 Public Opening of Proposals

There will be no public opening for this RFP, however, publicly available details regarding Bid Receipt and Opening will be available upon request. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

As described in Section 3.2, there are multiple service areas to be funded by AB109. Some service areas have additional subcategories

- Only one Proposal per service area will be accepted from any one person, partnership, corporation, or other entity.
- However, respondents desiring to respond for more than one service area may submit a separate, complete proposal for each additional service area.
- Where a service area has multiple subcategories, respondents may submit a single proposal that addresses multiple subcategories: in this case, the proposal must include separate budgets for each subcategory that can be independently selected for funding.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **March 15, 2024, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of their Proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the respondent.

2.9 On-Site Inspection

On-site inspection of respondent’s facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D and submit this as part of the proposal package.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References and submit this as part of the proposal package.

The County reserves the right to check any or all references:

1. Necessary to assess a prospective respondent’s past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

A. It is the County’s intent to select the most responsive and responsible respondents that offer the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Maximum Score
1.	<p>Statement of Organizational Qualifications: The extent to which the respondent demonstrates capacity to deliver services.</p> <p>The extent to which the respondent has a history of successfully providing similar or equivalent service delivery within the criminal legal system</p> <p>The quality of the respondent's history of successful criminal legal system collaboration</p> <p>The quality of the respondent's history of successful interagency collaboration with local human service and other domain providers</p> <p>The extent to which the respondent has the technical capacity to collect, track, analyze, and report on outputs and outcomes.</p> <p>The extent to which the respondent’s service delivery is flexible and incorporates continuous service improvements.</p>	25
2.	<p>Service Description: The extent to which the service description aligns to the model and describes the measurable services and activities, quality measures, and outcomes.</p>	50

	<p>The extent to which the services proposed match the AB109 service model described in the Request for Proposals.</p> <p>The quality of the description of proposed services and the extent to which activities are quantified where appropriate</p> <p>The responsiveness of proposed services to the needs of the target population</p> <p>The adequacy of service and outcome measurements appropriate to determine the impact of the program</p>	
Evaluation Criteria		Maximum Score
3.	<p>Cultural Competence and Equity: The extent to which the respondent’s staff and services represent the target population and can meet the needs of the target population.</p> <p>Quality of documentation of cultural competence, including commitment to accessibility (e.g. location, language competencies, staffing diversity, curriculum, or resources available in languages other than English, non-traditional hours)</p>	10
4.	<p>Evidence-based Practices: Demonstration of evidence and/or research-based practices.</p> <p>The extent to which effectiveness of proposed services are supported by the research base</p> <p>The extent to which services will be implemented to fidelity and measures to document this over time</p> <p>The quality of any adaptations to evidence-based practice</p>	10
5.	<p>Budget: Budget requested is aligned with available funding, is reasonable, and sufficient to achieve proposed outcomes.</p> <p>The extent to which the respondent’s budget is clear and complete</p>	5
Total		100

B. A committee of County employees and justice system stakeholders will evaluate all RFPs and select respondents who best meet the needs as set forth in this RFP, are the best qualified and are best able to provide the requested services. The evaluation committee will read and assess the merits of each proposal, assigning points to each proposal section in accordance with the evaluation criteria listed above, for a total of 100 possible points. Committee members will base their points on how well a respondent addresses each of the evaluation criteria within the Proposal Narrative and Budget sections.

Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the term of the contract. If renewed on expiration, the budget may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland, and Hayward, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any respondent that is in breach of or in default under any other agreement with County;
- H. Reject any respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a respondent's proposal;
- J. Negotiate with any or no respondents; and
- K. Terminate failed negotiations with any respondents without liability and negotiate with other respondents.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Contact Person identified on the cover page of this RFP in writing at once (e-mail is acceptable). The Contact Person may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question

Deadline. All changes to this RFP made through addenda issued shall be incorporated by reference and be considered part of the County's RFP.

2.17 Pre-Award Conference

If requested by Purchasing, successful respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of the respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms, and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
- E. County will consider respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business. Refer to Exhibit A: Respondent Fact Sheet.
- B. References: Respondent shall provide customer references and provide personal and business references. Refer to Exhibit B – Customer References.

- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Contact Person or their designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Contact Person will email addenda to all known respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Contact Person or their designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit F – Protest and Appeals Procedures.

SECTION 3. STATEMENT OF WORK

3.1 Overview

It is the intent of the County to make awards for all services specified herein to the most responsive and responsible respondent or respondents.

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds.

3.2 Scope/AB109 Service Areas

Proposals will be accepted in the following competitive service areas. As noted above, proposals addressing multiple service areas require a complete and separate proposal and response package for each service area. Combined submittals will not be accepted. Proposals may address multiple subcategories within a single service area but must provide separate subcategory budgets and clearly demonstrate the ability for services in different subcategories to be selected independently for funding.

Area 1: Cognitive/Behavioral Curricula. This area encompasses programming that addresses the internal criminogenic factors identified by research as most critical to address, including antisocial behavior patterns; pro-criminal attitudes, values, beliefs, and cognitive-emotional states; and pro-criminal associates and isolation from prosocial others (Andrews, Bonta, Wormith, 2006; Latessa and Reitler 2015, et al.). Services should focus on both inner awareness of thoughts and feelings that influence behavior as well as extensive behavioral practice. Classes must be open-enrollment rather than closed cohort and should be available during evenings and weekends.

Subcategories within this area include batterers intervention and anger management classes; victim/offender dialog and reconciliation; parent skill and involvement programs; and curricula directed at Criminal Thinking, Behavior, and Identity (CTBI). A single proposal may include multiple subcategories, however, services within certain subcategories (noted as “single provider”) will not be divided between multiple vendors due to limited funding amounts and/or the need for program consistency. Proposals that include multiple subcategories should include separate budgets that can be independently selected for funding.

Area Funding Total	\$500,000
Anticipated Funding Distribution	35% Batterer Intervention & Anger Management Classes 10% Victim/Offender Dialog/Reconciliation (single provider) 10% Parent Skills and Involvement (single provider) 45% CTBI Curriculum Groups and Classes
Service Population	Up to 400 participants per year
Criminogenic Need / Responsivity Factor	Antisocial cognition, antisocial personality pattern, coping skills, pro-criminal attitudes, and behavior

Performance Measures	Curriculum completion; pre/post individual evaluation and instructor observation; demonstration of skill development; pattern of reduced impulsivity and criminal behavior
Special Note	Budgets for services in this area should be based on a unit cost for delivering curriculum lessons that is all-inclusive of vendor costs.

Area 2: Educational Services. This area includes educational assessment, enrollment support, classes, individual tutoring, and other supports needed for individuals to attain their High School Diploma (HSD) or High School Equivalency (HSE), as well as enrollment and completion of post-secondary education (community college, four-year college, or other). Services will be provided both in custody and in the community through the Success Centers: providers are expected to bridge between in-custody and community to ensure continuity, engagement, and attainment. The HSD/HSE program will also provide and staff a computer learning lab at the Probation Success Center: this will be available for HSD/HSE students as well as other Center attendees on a drop-in basis.

Classes and other services will be open-enrollment rather than closed cohort, and community classes should be available during evenings and weekends. In-custody classes and services must meet the requirements, scheduling, and structure for jail programming as established and updated by the Sheriff's Corrections Bureau.

The subcategories within this area include high school diploma/equivalency, and post-secondary educational support. A single proposal may include both subcategories, but services within a given subcategory will not be divided between multiple vendors. Proposals that include multiple subcategories must include separate budgets that can be independently selected for funding.

Area Funding Total	\$480,000
Anticipated Funding Distribution	80% High School Diploma/High School Equivalency 20% Post-Secondary Education
Service Population	Up to 200 participants per year
Criminogenic Need / Responsivity Factor	Low educational and employment attainment
Performance Measures	Attainment of HSD/HSE; passing of individual HSE test areas; high school credits attained; enrollment in post-secondary education; completion of 2- or 4-year college degree; completion of educational or vocational certificate programs.
Special Note	Applicants for the HSD/HSE program should describe and budget for computer lab services at two Success Centers.

Area 3: Employment Development Services. This area includes assessment and planning, employment readiness, resume development and interviewing skills practice, job placement, job retention support, and career exploration. Services will also include working with employers in the community to develop placement pathways and encourage more businesses to hire individuals with a criminal record. Limited services (resume development, employment readiness, etc.) will be provided in custody to individuals incarcerated in County jail facilities.

Classes and other services will be open-enrollment rather than closed cohort, and community classes should be available during evenings and weekends. In-custody classes and services must meet the requirements, scheduling, and structure for jail programming as established and updated by the Sheriff’s Corrections Bureau.

A single applicant will be contracted to provide all services under this area.

Area Funding Total	\$250,000
Service Population	Up to 125 participants per year
Criminogenic Need / Responsivity Factor	Low educational and employment attainment
Performance Measures	Curriculum completion; pre/post individual evaluation and instructor observation; demonstration of skill development; pattern of reduced impulsivity and criminal behavior
Special Note	Employment providers should document their ability to work with educational service providers for computer access and literacy.

Area 4: Housing Support. This area responds to the immediate shelter needs of individuals returning to the community from jail and prison, as well as those who have been evicted from housing, including sober living environments and residential treatment programs. These individuals often need support for a week or less while waiting for more stable housing options to become available. While housing status by itself is not a criminogenic factor, it is one of the most essential responsivity factors, necessary to allow individuals to engage and benefit from other services targeting recidivism.

The subcategories in this area include short term/bridge housing for the general population; and gender-specific residential programs for women returning to the community from incarceration. For general short term/bridge housing, multiple applicants may be selected in order to provide a robust menu of options to meet individual needs. A single applicant will be selected to provide a gender-specific residential program for women in order to provide service continuity.

All applicants for this service area are encouraged to identify leveraged funding to support extended housing options for the service population.

Area Funding Total	\$230,000
Anticipated Funding Distribution	75% Short-Term/Bridge Housing 25% Gender-Specific Residential Reentry for Women
Service Population	Up to 250 participants per year
Criminogenic Need / Responsivity Factor	Housing instability as a responsivity factor
Performance Measures	Short-term safe housing bed-days for individuals waiting for residential SUD treatment, SLE, or other residential programs
Special Note	Applicants should clearly indicate unit costs per bed-day and any seasonal price differentials.

Area 5: Mental Health Treatment and Support. This area responds to the needs of individuals with untreated mental and behavioral health issues which negatively impact their social functioning and reduce their ability to engage and benefit from services targeting recidivism. The service population are individuals who do not qualify for mental health services through existing County programs or other services. Common issues include post-traumatic stress disorder, depression, and general anxiety. Services in this area include clinical assessment; individual and group mental health counseling; mental health system navigation and service advocacy; and clinical case management.

A single applicant will be contracted to provide all services under this area.

Area Funding Total	\$400,000
Service Population	Up to 125 participants per year
Criminogenic Need / Responsivity Factor	Mental and behavioral health as a responsivity factor
Performance Measures	Pre/post assessment of mental health and social functioning; medication access and compliance; self-reported increase in mental and social functioning
Special Note	Counseling services may be provided by licensed professionals or interns working under professional supervision; system navigation and case management may be provided by non-clinical staff.

Area 6: Reentry Case Management and System Navigation. This area is focused on in-person reentry planning, system navigation, and ongoing case management to engage individuals in services, identify and address barriers to participation, and provide continuity during transitions from one service to another. Case managers will staff the Success Centers, providing front-desk and key staffing to process referrals and walk-ins; develop relationships and provide center orientation; schedule and coordinate multiple services and programs; develop reentry plans that sequence services based on assessed needs; identify and address numerous types of barriers to services; and meet regularly over time to provide follow-up. Service providers will work in close coordination with probation officers to develop and implement reentry plans and will utilize motivational enhancement to engage individuals in identifying and achieving their own goals and objectives. Common issues include housing search and advocacy; Medi-Cal and other benefits enrollment; transportation, food, clothing, and other basic needs; and facilitating communication with probation, courts, and County service agencies.

The subcategories in this area include success center staffing and case management for the general population; gender-specific reentry support and safe jail release for women; and violence prevention and reentry mentoring for individuals involved or at risk for involvement with criminal gangs. A single proposal may include more than one subcategory but services within a given subcategory will not be divided between multiple vendors. Proposals that include multiple subcategories must include separate budgets that can be independently selected for funding.

Area Funding Total	\$670,000
Anticipated Funding Distribution	80% Success Center Staffing and Case Management

	10% Gender-Specific Reentry Support for Women
	10% Gang Violence Prevention Mentoring
Service Population	Up to 625 participants per year
Criminogenic Need / Responsivity Factor	Antisocial associates, leisure, recreation, coping skills. Responsivity factors include community functioning and service access and engagement.
Performance Measures	Completion of reentry plan objectives; increase access to on-going community and family support (including expanded Medi-Cal benefit); reduced barriers to successful reentry (e.g. driver's license, transportation)
Special Note	Applicants for Success Center Staffing and Case Management should include a budget for flex funds equal to approximately 5% of the available total. These funds will be used at the approval and direction of the Probation Department for barrier removal and support for positive program engagement.

Area 7: Substance Use Disorder Education. This service area responds to the need and opportunity to provide information and skill-building for individuals in custody to increase their understanding of substance use disorder, insight regarding the impact on their own life, and readiness for substance use disorder treatment upon release from custody. Applicants should clearly identify services that are cognitive/behavioral education, not substance use disorder treatment.

Classes must be open-enrollment rather than closed cohort and will be conducted in one or more of the four County jail facilities. All in-custody services must meet the requirements, scheduling, and structure for jail programming as established and updated by the Sheriff's Corrections Bureau.

A single applicant will be contracted to provide all services under this area.

Area Funding Total	\$120,000
Service Population	Up to 200 participants per year
Criminogenic Need / Responsivity Factor	Substance use
Performance Measures	Pre/post assessment of knowledge and skills related to substance use; self-report success on behavioral plan(s)
Special Note	Applicants must identify an evidence-based curriculum appropriate for the in-custody service population.

3.3 Budget

Applications must include a draft budget covering the time period of July 1, 2024, through June 30, 2025. The Budget Instructions and Form can be found by following the web link on page 46 of this RFP. Respondents should download this form, enter all necessary budget information, and include it in their application.

Budgets should include estimated costs for staffing (including FTE levels of all proposed staff), and operations. Budgets must be realistic and prudent, avoiding unnecessary or unusual expenditures, and must be substantiated with line-item detail, including calculations and a justification for the expense.

The draft budget may be revised based on input from the review panel and discussion with the County. Indirect Costs may not exceed the federally-approved indirect cost rate of the applicant organization, applied to the total direct costs. Where there is no federally-approved rate, a rate of up to 10% may be applied to the total direct costs.

A. Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Applicants receiving AB109 funds must use the most current State travel and per diem policy, unless the NGO's written travel policy is more restrictive than the State's, in which case it must be used.

B. Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Written pre-approval from Probation must be received prior to incurring expenses for out-of-state travel. Out-of-state travel requests must include a detailed justification and budget information. In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The County will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

Contracts may be renewable for up to three additional years based on performance, utilization, client need, and availability of AB109 funding. Annual cost of living increases, if any, will be based on continued increases in the total amount of base AB109 funding received from the State.

3.4 Eligibility Requirements

Any non-governmental organization that receives AB109 funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and

- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

In addition to the administrative criteria listed above, any non-governmental, community-based organization service provider that receives AB109 funds must have a proven track record working with the service population and the capacity to support data collection and evaluation efforts.

3.5 Contract Requirements

Successful respondents will be required to comply with the following items that will be included in contract language:

A. Cost Reimbursement

Contracts issued under this RFP will be for the Cost Reimbursement method of payment. The County will release payments to reimburse Contractor(s) for actual cash disbursements supported by a monthly invoice with required documentation, as outlined below.

B. Invoicing

Please ensure that the proposed budget for Responder organization has the capacity to meet the following invoice requirements.

1. Contractors will submit payable invoices and supporting documentation to Probation on a monthly basis no later than thirty (30) days following the end of the invoice period;
2. Contractors with late invoicing may be subject to a pause in authorized referrals for services.
3. Contractors will submit invoices in accordance with guidelines set forth by the Probation Department, utilizing the standard invoice workbook if provided.

C. Desk Reviews

Contractors must maintain adequate supporting documentation for all costs claimed on invoices. Probation staff will conduct an annual desk review process which requires Contractors to submit electronic documentation to support all AB109 funds claimed during the invoicing period. In addition, on-site monitoring visits may be conducted that will include a review of documentation maintained as substantiation for project expenditures.

D. Reporting Requirements

Monthly service reports must be provided with each monthly invoice with information regarding number served and progress towards contract deliverable and evaluation outcomes.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through June 30, 2025, with up to three additional single-year contract renewals based on availability of State AB109 funding, service utilization, and progress towards contract deliverables.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State, and local rules, regulations, and laws.

4.8 Acknowledgement

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

4.9 Presentation of Claims

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

4.10 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.11 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism, or riots.

4.12 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.13 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.14 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit E – Insurance Requirements and Certificates.

4.15 Default

- A. In addition to its remedies under paragraph 4.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 - 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 - 2. Perform any of the other provisions of Contract.
- B. In the event County terminates Contract in whole or in part, as provided in paragraph 4.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any

excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.16 Independent Contractor Status

- A. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall, there are significant secondary factors that indicate that Contractor is an independent contractor.
- B. Principal Test:
Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.
- C. Secondary Factors:
(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.17 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to recruitment; advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:

1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to recruitment; advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations, or orders.
3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.18 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.19 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, "Protected Information") that is subject to Federal, State, or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- A. Contractor agrees to hold County's Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use, or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- B. Contractor agrees to protect the privacy and security of County's Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain, and use appropriate

- administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of County's Protected Information.
- C. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
 - D. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL RFP FORMS

AB109 Treatment and Intervention Services Proposal Cover Sheet

Submitted By:	
Funding Amount Requested:	
Date Submitted:	

Service Area

Check only **ONE**

Separate Cover Sheet required for each Service Area)

- 1. Cognitive/Behavioral Curricula
- 2. Educational Services
- 3. Employment Development Services
- 4. Housing Support
- 5. Mental Health Treatment and Support
- 6. Reentry Case Management & System Navigation
- 7. Substance Use Disorder Education

AB109 Treatment and Intervention Services Official Proposal Form

The undersigned offers and agrees to furnish all work, materials, equipment, or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions, and instructions of County of Santa Cruz request for proposal 23P3-014. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

The Proposal Narrative should adhere to the following format:

- Double-spaced, 12-point font
- One-inch margins on all four sides
- Labeled Sections: Separate narrative sections with clearly labeled headers based upon the evaluation criteria areas in section 2.12, below
- Total narrative cannot exceed ten (ten) pages in length.
- Non-narrative elements of the proposal, such as a flow chart may be single-spaced or have adjusted margins but must be contained within the maximum number of pages indicated above.

AB109 Treatment and Intervention Services Proposal Checklist

	Required Items <i>per Service Area</i>		
1.	Completed Cover Sheet <i>(previous page)</i>	<input type="checkbox"/>	
2.	Proposal Checklist <i>(this page)</i>	<input type="checkbox"/>	
3.	Official Proposal Form	<input type="checkbox"/>	
4.	Project Narrative <i>(Cannot exceed 10 pages, double-spaced, 12-point font)</i>	<input type="checkbox"/>	
5.	Completed Attachment 1: Budget Template <i>(see web link on page 46 of this RFP)</i>	<input type="checkbox"/>	
6.	Completed Exhibits A – F:	<input type="checkbox"/>	
	A – Respondent Fact Sheet		<input type="checkbox"/>
	B – Customer References		<input type="checkbox"/>
	C – Designation of Subcontractors		<input type="checkbox"/>
	D – Non-collusion Declaration		<input type="checkbox"/>
	E – Insurance Requirements		<input type="checkbox"/>
	F – Protest and Appeals Procedures		<input type="checkbox"/>

Has the Respondent complied with all specifications, requirements, terms, and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts, or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2024

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

Exhibit A Respondent Fact Sheet

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

Sole Proprietor Partnership Corporation
 Government Fiduciary Other

Is Contractor:

- | | |
|---|--|
| 1. Authorized to do business in California? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. A California-registered small business? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3. A disabled-owned business? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4. A women-owned business? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. A minority-owned business? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6. Certified as a minority business by any public agency? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

If yes, name of agency: _____

Name of certifying officer: _____ Phone #: _____

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on next page.
If yes, indicate composition of ownership below.

% Disabled % Women % Black
 % Hispanic % Asian American % Native American

Contractor has been in continuous operation under the present business name for ____ years.

Contractor's annual sales volume is \$_____

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* No

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Name: _____ Phone: _____

Reason for debarment/suspension (use additional pages if needed):

Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
 - B. Its management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned by one or more women; and
 - B. Its management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
 - B. Its management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Exhibit B: Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1.	Agency Name:	
	Agency Address:	
	Contact Name:	
	Contact Title:	
	Contact Phone:	
	Contact Email:	
	Service Type:	

2.	Agency Name:	
	Agency Address:	
	Contact Name:	
	Contact Title:	
	Contact Phone:	
	Contact Email:	
	Service Type:	

3.	Agency Name:	
	Agency Address:	
	Contact Name:	
	Contact Title:	
	Contact Phone:	
	Contact Email:	
	Service Type:	

4.	Agency Name:	
	Agency Address:	
	Contact Name:	
	Contact Title:	
	Contact Phone:	
	Contact Email:	
	Service Type:	

Exhibit C: Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1.	Subcontractor Name	
	Subcontractor Address	
	Services to be performed	

2.	Subcontractor Name	
	Subcontractor Address	
	Services to be performed	

3.	Subcontractor Name	
	Subcontractor Address	
	Services to be performed	

4.	Subcontractor Name	
	Subcontractor Address	
	Services to be performed	

Exhibit D: Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing Proposal and certify that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

Exhibit E: Insurance Requirements

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the COUNTY, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security, and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased, or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - ii) Full Personal Injury coverage;
 - iii) Broad form Property Damage coverage, and
 - iv) A cross liability clause in favor of COUNTY.
2. Other Insurance Provisions
 - a) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
 - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
 - c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following

endorsement as a part of each policy: "The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."

- d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor/Controller, 701 Ocean Street Santa Cruz, CA 95060".
- e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.
- g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.

All required insurance policies shall be endorsed to contain the following clause: "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Attention: General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance.

Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.

Exhibit F: Protests and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after respondents have been notified of the County Board of Supervisors' approval of an award.

2. Decision of the General Services Director

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- a) State the reason for the action taken;
- b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

3. Protests and Appeals to the Board of Supervisors

- a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- b) Any actual or prospective bidder, offeror or respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

6. Protest and Appeal Procedure

- a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- c) Hearing. At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.
- d) Decision and Notice. After the hearing, the Board shall affirm, modify, or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- e) A decision by the Board shall become final on the date the decision is announced to the public.

Signature

Print Name

Date

Attachment 1: Budget Template

AB109 REQUEST FOR PROPOSAL #23P3-014 - BUDGET AND BUDGET NARRATIVE		
COST RECOVERY BUDGET TEMPLATE		
Name of Respondent:		
Service Area (check one only):	1. Cognitive/Behavioral Curricula	<input type="checkbox"/>
	2. Educational Services	<input type="checkbox"/>
	3. Employment Development Services	<input type="checkbox"/>
	4. Housing Support	<input type="checkbox"/>
	5. Mental Health Treatment and Support	<input type="checkbox"/>
	6. Reentry Case Management and System Navigation	<input type="checkbox"/>
	7. Substance Use Disorder Education	<input type="checkbox"/>
Estimated Number to be Served:		
Contract Term: July 1, 2024 - June 30, 2025		
Note: Budget Categories section below will auto-populate based on information entered in following sections.		
BUDGET CATEGORIES		
	Personnel: Salaries and Benefits	\$0
	Operating: Services and Supplies	\$0
	Operating: Other	\$0
	Subtotal Direct Costs	\$0
	Indirect Costs	\$0
	TOTAL	\$0
Personnel: Salaries and Benefits		
Position Title	Show calculations, include FTE and benefits calculation	
TOTAL		\$0
Salaries and Benefits Narrative		
Enter narrative here. You may expand cell height, if needed.		
Services and Supplies		
Description	Calculation for Expenditure	