



# County of Santa Cruz

0201

## SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY  
SHERIFF-CORONER

December 2, 1999

Agenda: December 14, 1999

County of Santa Cruz  
Board of Supervisors  
701 Ocean Street  
Santa Cruz, CA 95060

### MENTALLY ILL OFFENDER CRIME REDUCTION GRANT CONTRACT

Dear Members of the Board:

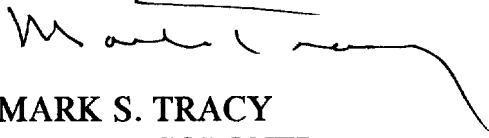
On March 9, 1999, your Board authorized the Sheriff-Coroner to apply for Mentally Ill Offender Crime Reduction Grant. This Demonstration Grant from the State Board of Corrections will allow us, in collaboration with the Probation Department and Health Services Agency, address issues presented by mentally ill offenders while incarcerated and upon release. The grant requires that we identify a continuum of responses, including prevention, intervention and incarceration for this unique type of offender.

On May 20, 1999 we were awarded \$1,765,012 to be expended over four years. The State has now completed the contract documents and forwarded them the County for final approval. The contract revenue for fiscal year 1999/2000 has been included in this budget.

It is, therefore, recommended that your Board:

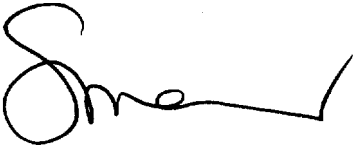
1. APPROVE the attached contract in the amount \$1,765,012 with the State of California for the Mentally Ill Offender Crime Reduction Grant.
2. Authorize the Sheriff-Coroner to execute the agreement and sign necessary contract documents on the behalf of the Board.

Sincerely,



MARK S. TRACY  
SHERIFF-CORONER

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

cc: Sheriff-Coroner, Detention Bureau  
Auditor Controller  
Health Services Agency  
Probation Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0203

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: SHERIFF (Dept.)  
W. Tracy (Signature) 12-6-99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Sheriff) (Agency)  
and State Board of Corrections, 600 Bercut, Sacramento, CA 95814 (Name & Address)
2. The agreement will provide funding for the Mentally Ill Offender Crime Reduction  
Grant program.
3. The agreement is needed to provide the above.
4. Period of the agreement is from July 1, 1999 to June 30, 2003
5. Anticipated <sup>REV.</sup> cost is \$ NA Revenue Contract 1,765,012. (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: \_\_\_\_\_

**Estimated Revenue**

7. ~~Appropriations~~ are budgeted in 662405 (Index#) 0884 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations <sup>are</sup> available and <sup>have been</sup> encumbered. Contract No. R-718 Date 12/6/99  
<sub>are not</sub> <sub>will be</sub>  
N/A  
GARY A. KNUTSON, Auditor, Controller  
By Ronald J. Silver Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff to execute the same on behalf of the \_\_\_\_\_

SHERIFF (Agency).  
County Administrative Officer  
Remarks: \_\_\_\_\_  
BY [Signature] Date 12/8/99  
\_\_\_\_\_  
(Analyst)  
Agreement approved as to form. Date \_\_\_\_\_

**Distribution:**

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.

State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

THIS AGREEMENT, made and entered into this 1st day of July 1999, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

OFFICER ACTING FOR STATE

City Director

AGENCY

Board of Corrections

, hereafter called the State, and

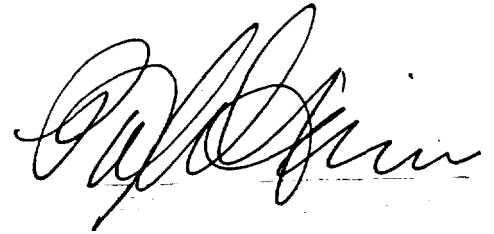
CONTRACTOR'S NAME

County of Santa Cruz

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: **(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)**

SEE ATTACHMENT A AND B



CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER..

The provisions on the reverse side hereof constitute a part of this agreement,  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY

Board of Corrections

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

William J. Crout

TITLE

Deputy Director

CONTRACTOR

CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)

County of Santa Cruz, Sheriff's Department

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Tracy, Sheriff

ADDRESS

701 Ocean Street, Room 340, Santa Cruz, CA 95060

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 1,765,012.00

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$ 0

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 1,765,012.00

PROGRAM/CATEGORY (CODE AND TITLE)

Mentally Ill Offender Crime Reduction Grant

(OPTIONAL USE)

Local Assistance PCA 22023 Index 2203

ITEM

5430-I 11-0001

CHAPTER

502-98

STATUTE

1998

FISCAL YEAR

1998199

OBJECT OF EXPENDITURE (CODE AND TITLE)

702-44

I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated

T.B.A. NO

B.R. NO

SIGNATURE OF ACCOUNTING OFFICER

DATE

Department of General Services  
Use Only

DGS Approval not  
required per State  
Contracting Manual  
Section 4.6.

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER ☐ CONTROLLER ☐

**STANDARD AGREEMENT**

0205

1. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
2. **INDEPENDENT CONTRACTOR:** The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All cost to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.
4. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. **CONFLICT OF INTEREST:** The Grantee, his agents and/or employees, pursuant to Government Code (GC) Section 87100, shall not make, participate in making, or in any way attempt to use his position as Grantee with the State to influence a governmental decision in which he knows or has reason to know he has a financial interest.
9. **CONTRACTORS' NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** In signing this contract, the Grantee certifies under penalty of perjury that he has had not more than one (1) final unappealable finding of contempt of court by a Federal Court issued against him within the immediately preceding two-year period because of his failure to comply with an order of a Federal Court which orders him to comply with an order of the National Labor Relations Board.
10. **RECYCLING CERTIFICATION:** The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code (PCC), Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the PCC, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
11. **DRUG-FREE WORKPLACE REQUIREMENTS:** In signing this contract, the Grantee shall comply under penalty of perjury with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace in accordance with the requirements contained in the Standard Conditions of this contract.
12. **STATEMENT OF COMPLIANCE:** In signing this contract, the Grantee certifies under penalty of perjury that he has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and California Code of Regulations (CCR), Title 2, Section 8103)

10:01 AM 5/1/2066

## **EXHIBIT A**

0206

### **MENTALLY ILL OFFENDER CRIME REDUCTION GRANT STANDARD CONDITIONS**

#### **ARTICLE 1. DEFINITIONS**

The following terms shall have the meaning hereafter ascribed to them unless the context clearly requires a contrary meaning:

- A. "Grantee" means the contractor identified on the Standard Agreement.
- B. "Board" means the State of California Board of Corrections.
- C. "Eligible Project Costs" means, except as otherwise provided, reasonable and necessary project costs actually incurred in delivering services identified in the Mentally Ill Offender Crime Reduction Grant application submitted by the Grantee and specified in Exhibit B attached to and made a part of this Agreement and which are otherwise eligible for state assistance pursuant to state laws, rules, regulations, guidelines, and this contract.
- D. "Hard" match means cash dedicated to the project by public or private organizations.
- E. "In Kind" match means the value of personnel, goods, or services dedicated to the project from public or private organizations.
- F. "Ineligible Project Costs" means all costs which are not eligible for state funding pursuant to state laws, rules, regulations, guidelines, or this contract, even though incurred by the Grantee, including those that are determined by the Board to be unreasonable or unnecessary costs.
- G. "Match" means the monetary, or value of goods or service contribution the Grantee has identified in the project application and agrees to dedicate, or cause to have dedicated, to the project. Match cannot be derived from State of California General Funds or programs supported by those funds.
- H. "Project" means the program(s) and evaluation activities identified in the Grantee's application for funding for a Mentally Ill Offender Crime Reduction Grant-Demonstration Grant and as specified in Exhibit B attached to and made part of this contract.
- I. "Project period" means from July 1, 1999 through June 30, 2003.

J. "Supplant" means the use of grant funds to replace funds otherwise dedicated for existing programming; for example, use of State of California General Funds or a State General Fund program as match would be considered supplanting.

## ARTICLE 2. APPROVAL

This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

## ARTICLE 3. PROJECT OFFICIALS

### A. Board's Representative

The Board's Executive Director or designee shall be the Board's representative for administration of the grant contract and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this contract. Disputes shall be resolved in accordance with Article 16 of this exhibit.

### B. Grantee's Project Manager

The Grantee shall appoint a Project Manager as identified below. The Grantee's Project Manager shall be the Grantee's representative for the administration of the contract and shall have full authority to act on behalf of the Grantee. All communications given to the Grantee project manager shall be as binding as if given to the Grantee. Any documents required to be submitted to the Board of Corrections, including, but not limited to, quarterly reports, semi-annual reports, and final summary reports shall be signed by the Project Manager.

|                  |  |
|------------------|--|
| Project Manager: | <u>Neal Adams, M.D.</u>                          |
| Title:           | <u>Program Chief, Mental Health Services</u>     |
| Address:         | <u>1400 Emeline Avenue, Santa Cruz, CA 95060</u> |
| Telephone:       | <u>(831) 454-4767</u>                            |

### C. Grantee's Project Financial Officer

The Grantee shall appoint a Project Financial Officer as identified below. The Grantee's Project Financial Officer shall be responsible for establishing an official file as required in Article 8 of this exhibit.

|                            |  |
|----------------------------|--|
| Project Financial Officer: | <u>Glenn Kulm</u>                                |
| Title:                     | <u>Assistant Mental Health Director</u>          |
| Address:                   | <u>1400 Emeline Avenue, Santa Cruz, CA 95060</u> |
| Telephone:                 | <u>(831) 454-4767</u>                            |

### D. Change of Representatives

Either party may change its project representatives upon written notice to the other party.

## ARTICLE 4. PROJECT COSTS

### A. Eligible Project Costs

Project costs eligible for state funding include, but are not limited to:

1. Salaries and benefits of county employees or public or private contract employees directly involved in the delivery of services associated with the project;
2. Services and supplies necessary to deliver services directly associated with the project;
3. In-state travel for county employees, volunteers, and student interns in accordance with county travel policy necessary for the success of the project;
4. Professional or consultant services, including services provided by community-based organizations, and other charges necessary for the delivery of services directly associated with the project;
5. Fixed assets, up to \$1,000 per item, that are necessary for the delivery of services directly associated with the project;
6. Lease payments for equipment, including vehicles, office space, automation and reprographic equipment, and other items necessary for the delivery of services directly associated with the project; and



7. Operational overhead, indirect and administrative costs necessary for the success of the project up to a maximum of ten percent (10%) of the total grant award. Counties using grant funds for administrative overhead must maintain documentation supporting charges to the grant for this purpose. Board staff may review the documentation during site and monitoring visits.

#### B. Ineligible Project Costs

Project costs or items which are ineligible for state funding:

1. Site acquisition and/or construction costs;
2. Fixed assets, including vehicles, computer equipment, furniture, reprographic equipment, and other items over \$1,000 per item unless a declaration is made in writing by the Project Manager and approved in writing by the Board that the equipment to be purchased:
  - a) Is to be used for services directly associated with the project;
  - b) Is essential to the success of the project;
  - c) That lease and rental options of the fixed asset have been thoroughly investigated;
  - d) That the purchase of the equipment is less expensive than leasing or renting the equipment for the four-year grant period; and
  - e) That title to any equipment purchased with state funds will vest in the state and that the equipment will be returned to the state at the end of the grant period, if requested by the Board.
3. Supplanting existing programs, projects, or personnel;
4. Personal injury compensation or damages arising out of or connected with the project, whether determined by adjudication, arbitration, negotiation, or otherwise;
5. Fines and penalties due to violation of or failure to comply with federal, state or local laws and ordinances;
6. Any costs outside the scope of the approved project;
7. Interest on bonds or any other form of indebtedness required to finance project costs;
8. All costs incurred in violation of the terms, provisions, conditions, or commitments of this contract;

9. All costs arising out of or attributable to Grantee's malfeasance, misfeasance, mismanagement, or negligence;
10. All costs arising out of or connected with contractor claims against the Grantee, or those persons for whom the Grantee may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims;
11. Criminal justice activities that are not directly related to the approved project;
12. The use of grant funds to "buy-out" unused sick leave, vacation/administrative leave time not accrued during the grant period. Grant funds may only be used to "buy-out" any period of time an employee was assigned to the MIOCG program and paid with grant funds; and
13. Use of grant funds for out-of-state travel and per diem.

C. Match

Counties shall be required to provide at least twenty-five percent (25%) match of the amount of grant funds awarded to the county. To qualify as match, local expenditures must be for the project funded by the Board and must be made after July 1, 1999. Match cannot be derived from State of California General Funds or programs supported by those funds.

Expenditures eligible as match shall include those for:

1. Salaries and benefits of county employees or public or private contract employees directly involved in the delivery of services associated with the project;
2. Services and supplies for public or private organizations necessary to deliver services directly associated with the project;
3. In-state travel for county employees, volunteers, and student interns, in accordance with county travel policy necessary for the success of the project;
4. Professional or consultant services, including services provided by community-based organizations, required audits, and other charges necessary for the delivery of services directly associated with the project;
5. Fixed assets, up to \$1,000 per item, that are necessary for the delivery of services directly associated with the project;

6. Lease payments for equipment, including vehicles, office space, automation and reprographic equipment, and other items necessary for the delivery of services directly associated with the project;
7. Operational overhead, indirect and administrative costs necessary for the success of the project.

## **ARTICLE 5. GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is solely responsible for the design and delivery of services identified in Exhibit B of this agreement. Review and approval of plans, project specifications, program evaluation, or other documents by the Board is solely for the purpose of proper administration of grant funds by the Board and shall not be deemed to relieve or restrict the Grantee's responsibility.

## **ARTICLE 6. GRANTEE ASSURANCES AND COMMITMENTS**

### **A. Compliance with Laws and Regulations**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, liability insurance requirements, rules, regulations, and ordinances.

### **B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the grant application, documents, amendments, and communications filed in support of its request for grant funds.

### **C. Use of Grant Funds**

Grantee shall expend all grant funds solely for eligible project costs. Grantee shall, upon demand, remit to the Board any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this contract. Any grant funds so remitted to the Board shall include interest equal to the rate earned by the State Pooled Money Investment Account.

In addition, if interest is earned on grant funds, the interest shall be used for eligible grant activities or returned to the Board.

#### D. Grantee Requirements

In accordance with the provisions of this Agreement, the Grantee may contract with public or private providers of services for activities necessary for the completion of the project. Grantee agrees that the program upon which contracts are awarded shall be the same as those submitted to and approved by the Board.

1. Grantee agrees to place appropriate language in all contracts for work on the project requiring the grantee and any subcontractor to:

- a) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the grantee's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the final payment under the contract or the final audit, whichever is later, and shall be subject to examination and audit by the Board, the Department of General Services, the Bureau of State Audits or their designated representative.

- b) Access to Books and Records

Grantee agrees that the Board, the Department of General Services, the Bureau of State Audits or their designated representative will have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of the contract. Grantee agrees to provide the Board, the Department of General Services, the Bureau of State Audits or their designated representative with any relevant information requested and shall permit the Board, the Department of General Services, the Bureau of State Audits or their designated representative access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., Government Code Section 8546.7 and California Code of Regulations, Title 2, Section 1896.60 et seq. Grantee agrees to maintain such records for a period of three (3) years after final payment under the contract or the final audit, whichever is later. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

c) Nondiscrimination

Grantee shall not discriminate against employees or against any applicant for employment pursuant to Article 11 of this exhibit.

d) Access

Permit the Board or its authorized agents to have access to the project staff and facilities whenever project activities are in progress and provide that the Grantee will provide proper facilities for access monitoring and inspection.

2. Grantee assures that for any prime contract awarded by the Grantee, such insurance (e.g., fire and extended coverage, workers' compensation, public liability and property damage, and "all-risk" coverage) as is customary and appropriate will be obtained.

E. Award of Contracts to Other Parties

Promptly upon awarding of a grant contract to a public or private contractor, the Grantee shall advise the Board of the award and shall supply at a minimum a copy of the contract and any such information and documentation relevant to this project as may be required by the Board.

**ARTICLE 7. PROJECT ACCESS**

The Grantee shall insure that the Board, the Department of General Services, the Bureau of State Audits, or their designated representative will have suitable access to the project activities and site(s) at all reasonable times during project implementation.

**ARTICLE 8. RECORDS**A. Official File

The Grantee shall establish an official file for this project. The file shall contain adequate documentation of all actions in accordance with generally accepted government accounting principles that have been taken with respect to the project.

B. Separate Records

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all grant funds as specified in Article 14.

### C. Maintenance of Records

The Grantee shall maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including Board grant funds and any matching funds by the Grantee, and the total cost of the project. Supporting documentation for matching funds, goods or services shall, at a minimum, include the source of the match, the basis upon which the value of the match was calculated, and when the matching funds, goods, or services were provided. Receipts, signed by the recipient of donated goods and/or services should be issued and a copy retained. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. All Grantee records relevant to the project will be preserved a minimum of three (3) years after the final payment under the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, monitoring, copying, and audit by the Board, the Department of General Services, the Bureau of State Audits or their designated representative.

## ARTICLE 9. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the county shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. Grantee agrees that audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. The Grantee further agrees to the following audit requirements:

### A. Prepayment Audit

Prior to the deposit of grant funds into the separate accounts, the Board may require the Grantee to have a system audit performed by an auditor satisfactory to the Board to insure that the Grantee's accounting system meets generally accepted government accounting principles;

### B. Interim Audit

The Board reserves the right to call for an audit at any time between the execution of this grant contract and the completion or termination of the project; and

### C. Final Audit.

Within 120 calendar days of the contract ending date, the county must obtain and submit a final audit to the Board. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits. The audit may be performed by the county or the county may hire, at county cost, which may be used as match, an independent auditor to complete the final audit. Counties should obtain assurances that the personnel selected to perform the audit collectively have the necessary skills. It is important that a sound procurement practice be followed when contracting for audit services. Sound contract and approval procedures, including the monitoring of contract performance, should be in place. The objectives and scope of the audit should be made clear. In addition to price, other factors to be considered include: the responsiveness of the bidder to the request for proposal; the past experience of the bidder; availability of bidder staff with professional qualifications and technical abilities; and whether the bidder organization participates in an external quality control review program. It should also be noted that these steps are important whether the county is hiring auditors from an outside CPA firm or within its own internal auditing unit.

Since the audit function must maintain organization independence, the county's financial officer identified for this project cannot perform audits of the grant contract related activities. If the county internal auditor performs the audit, the auditor must be organizationally independent from the county's accounting and project management functions. Additionally, internal county auditors who report to the project's financial officer, or to whom the project's financial officer reports, are cautioned not to perform the audit. The person conducting the audit shall be a public accountant or certified public accountant, unless the audit is completed by a county auditor. Failure to comply with these qualification standards could result in the rejection of the audit report.

## **ARTICLE 10. REPORTS**

The Grantee agrees to submit invoices and progress reports in a format specified by the Board during the period of the contract. In addition, the Grantee shall immediately advise the Board of any significant problems arising during the course of the project.

Without limitation of the foregoing the following reports are required:

### A. Quarterly Financial Invoices

The Grantee shall invoice on a cash basis and invoices will be paid in arrears. The Grantee agrees to submit quarterly financial invoices to the Board on the appropriate

form during the term of this grant contract. The reports shall include, but not be limited to, fiscal information regarding match and project expenditures. The quarterly financial invoice must be submitted within 45 calendar days after the end of the fiscal quarter.

The due dates for the invoices are no later than:

| Reporting Period |                     | Due Date          |
|------------------|---------------------|-------------------|
| July 1, 1999     | September 30, 1999  | November 15, 1999 |
| October 1, 1999  | - December 31, 1999 | February 15, 2000 |
| January 1, 2000  | March 31, 2000      | May 15, 2000      |
| April 1, 2000    | June 30, 2000       | August 15, 2000   |
| July 1, 2000     | September 30, 2000  | November 15, 2000 |
| October 1, 2000  | - December 31, 2000 | February 15, 2001 |
| January 1, 2001  | March 31, 2001      | May 15, 2001      |
| April 1, 2001    | June 30, 2001       | August 15, 2001   |
| July 1, 2001     | September 30, 2001  | November 15, 2001 |
| October 1, 2001  | - December 31, 2001 | February 15, 2002 |
| January 1, 2002  | March 31, 2002      | May 15, 2002      |
| April 1, 2002    | June 30, 2002       | August 15, 2002   |
| July 1, 2002     | September 30, 2002  | November 15, 2002 |
| October 1, 2002  | - December 31, 2002 | February 15, 2003 |
| January 1, 2003  | March 31, 2003      | May 15, 2003      |
| April 1, 2003    | - June 30, 2003     | August 15, 2003   |

Not submitting quarterly invoices in a timely manner could result in fund disbursements being withheld.

#### B. Semi-Annual Progress Reports

The Grantee agrees to submit semi-annual progress reports to the Board on the appropriate documentation form during the term of this grant contract. The reports shall include, but are not be limited to, a review of progress on all programs in the Grantee project, specified program evaluation data collected during the reporting period, invoices submitted, and payments made. The semi-annual reports must be submitted within 45 calendar days after the end of the second and fourth fiscal quarters.



The Grantee is required to submit semi-annual progress reports to the Board on the following intervals:

| Reporting Period |                     | Due Date           |
|------------------|---------------------|--------------------|
| July 1, 1999     | - December 31, 1999 | March 15, 2000     |
| January 1, 2000  | - June 30, 2000     | September 15, 2000 |
| July 1, 2000     | - December 31, 2000 | March 15, 2001     |
| January 1, 2001  | - June 30, 2001     | September 15, 2001 |
| July 1, 2001     | - December 31, 2001 | March 15, 2002     |
| January 1, 2002  | - June 30, 2002     | September 15, 2002 |
| July 1, 2002     | - December 31, 2002 | March 15, 2003     |
| January 1, 2003  | - June 30, 2003     | September 15, 2003 |

Not submitting semi-annual reports in a timely manner could result in fund disbursements being withheld.

### C. Final Project Summary Reports

The Grantee agrees to submit to the Board a Final Project Summary Report on the appropriate documentation form within 90 calendar days of the contract expiration date. The report shall describe the finished project in detail, include program evaluation outcomes, and provide appropriate data and supporting material suitable for public distribution in a format determined by the Board.

Further, within 90 calendar days of the contract ending date, the county shall submit a separate report for each research program and related findings. The report shall describe the following in sufficient detail to permit replication of the research by other interested parties: 1) research subjects; 2) research design (including identification and method of assignment of research subjects); 3) nature and extent of treatment interventions (for both control and treatment groups); 4) program evaluation measures; 5) all other dependent and independent measures; and 6) data analysis procedures. The format of the reports shall include the following sections: 1) background information; 2) rationale underlying; and statement of hypotheses tested; 3) methodology; 4) results; 5) discussion; and 6) summary and conclusions.

These reports shall be sufficiently detailed so that the methodology can be replicated by other interested parties. The reports shall also include examples of data collection forms, instruments, tests, and procedures.

## ARTICLE 11. DISCRIMINATION BY GRANTEE

### A. Nondiscrimination

During the performance of this contract, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment or deny the contract's benefits to any person because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, and denial of pregnancy disability leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Government Code Section 12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

#### B. Fair Employment

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full.

#### C. Notice of Obligations

Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### D. Subcontracts

The Grantee and its subcontractors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this grant contract.

### ARTICLE 12. CHANGES

Grantee agrees that no substantial change or modification in the project will be permitted without prior written approval of the Board. Substantial changes are those which affect the design or scope of the project; compliance with the agreed upon program evaluation component; budget line item changes over ten percent (10%) of the amounts indicated for the individual line items identified in Exhibit B as the "Four Year Budget," other significant program delivery components addressed in the project application and as specifically identified in Exhibit B. Substantial modification requests shall be submitted to the Board upon approval by the county Project Manager. Upon receipt of a modification request, the Board will respond to the Project Manager with its approval/disapproval within 30 days. In no event will any substantial budget line item

changes be authorized which would cause the project to exceed the total amount of the grant award identified in the state Standard Agreement. Further, in no event shall line item changes be authorized for the "Administrative Overhead" line item which would cause that line item to exceed ten percent (10%) of the grant award.

Minor changes, such as changes in personnel, dates and times of service delivery, and budget line item changes of up to ten percent (10%) of the individual line items identified in Exhibit B as the "Four Year Budget," may be executed by the county, without prior approval from the Board. In no event will any minor budget line item changes be authorized which would cause the project to exceed the amount of the total grant award identified in the state Standard Agreement. Further, in no event shall line item changes be authorized for the "Administrative Overhead" line item which would cause that line item to exceed ten percent (10%) of the grant award.

In any event, all county-approved modifications must be submitted, in quadruplicate, to the Board for review. Notification of minor modifications must be submitted with the next regularly scheduled financial invoice.

## **ARTICLE 13. WITHHOLDING OF GRANT DISBURSEMENTS**

### **A. Withholding Funds**

The Board may withhold all or any portion of the grant funds provided for by this contract in the event that:

#### **1 Contract Violations**

The Grantee has materially and substantially breached this contract within the meaning of Article 15 B.

#### **2 Insufficient County Funds**

The Grantee is unable to demonstrate, to the satisfaction of the Executive Director, continuous availability of sufficient funds to complete the project.

#### **3. Insufficient Match Disbursement**

The Grantee has not expended:

- a) a minimum of 25% of its identified match requirement by June 30, 2000;
- b) a minimum of 50% of its identified match requirement by June 30, 2001;
- c) a minimum of 75% of its identified match requirement by June 30, 2002;
- or
- d) a minimum of 100% of its identified match requirement by June 30, 2003.

## B. Notification

In the event that grant funds are withheld from the Grantee, the Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withhold.

The Board will not reimburse counties for costs identified as ineligible for state funding in Article 4. If state funds have been provided for costs subsequently discovered to be ineligible, the Board may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee. Any grant funds so remitted to the Board shall include interest equal to the rate earned by the State Pooled Money Investment Account.

## C. Retention of Funds

At such time as the balance of state funds allocated to the county reaches five percent (5%), the Board shall withhold up to that amount as security. This retention will be released to the county upon receipt and approval of the final audit and final project summary report required in Articles 9 C and 10 C, respectively.

# ARTICLE 14. DISBURSEMENT

## A. Payment of Invoices

The Grantee shall be paid in arrears, on a cash accounting basis, for invoices submitted to the Board quarterly. The Grantee shall supply the state with the appropriate documentation form(s) and certify to the accuracy of the report(s) in accordance with Board regulations, policies, and procedures. The Grantee shall further certify that the expenditures are actual and that all funds were expended for the purpose of liquidating obligations legally incurred.

## B. State Warrant

The state will endeavor to issue a warrant for eligible contract funds under Article 14 A, above, within 30 days of receipt of county documentation of eligible contract expenditures. All requests for payment shall be accompanied by the appropriate expenditure form and certification as may be required by the Board.

# ARTICLE 15. TERMINATION

## A. Prior to Award

This grant contract may be terminated, prior to award by the Board, at its option, where it appears that there will be lack of state funds available to fulfill this contract, provided that after such termination, the Grantee shall be entitled to an amount which equals the eligible project costs which have been authorized and incurred by the Grantee up to the date of termination.

**B. After Award of Contract**

This grant contract may be terminated after award of contract(s) but prior to completion of the project, by the Board, only upon action or inaction by the Grantee which constitutes a material and substantial breach of this contract. Such action or inaction by the Grantee includes but is not limited to:

1. Substantial alteration of the scope of the grant project without the prior written approval of the Board.
2. Refusal or inability to complete the grant project in a diligent manner.
3. Failure to provide the required local share of the total project costs necessary for project completion.
4. Failure to meet prescribed assurances, commitments, contract, record accounting and auditing, and reporting requirements as set forth in Articles 6, 8, 9, and 10.
5. Any other violation(s) of the grant contract which significantly impairs the security of the grant funds, or the ability of the Grantee to utilize the funds for the intended and authorized purpose as identified in Exhibit B.

**C. Refund of State Funds**

In the event of such termination, pursuant to Article 15 B above, Grantee shall, upon notification, refund to the Board an amount equal to all grant funds previously disbursed to the Grantee. Any grant funds so remitted to the Board shall include interest equal to the rate earned by the State Pooled Money Investment Account.

Prior to terminating any grant contract under the provisions of Article 15 B, the Board shall provide the Grantee at least 30 days advance written notice, stating the reason(s) for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 16.

D. Authority to Withhold State Funds

Nothing in this Article in any way alters or limits the authority of the Board to withhold grant funds in accordance with Article 13.

**ARTICLE 16. DISPUTES**

A. Decided by the Board of Corrections

Grantee shall continue with the responsibilities under this Agreement during any dispute.

Except as otherwise provided in this grant contract, any dispute concerning a question of fact arising under or relating to the performance of this grant contract which is not resolved by agreement between county and Board staff shall be decided by the Board.

A county may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures. Such appeal shall be filed within 30 calendar days of the notification of the action with which the county is dissatisfied.

The request shall be in writing stating the basis for the dissatisfaction and the action being requested of the Board.

1. A hearing shall be conducted by a hearing panel designated by the Chairperson of the Board at a reasonable time, date, and place, but not later than 21 days after the filing of the request for hearing with the Board, unless delayed for good cause. The Board shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than seven (7) days prior to the hearing.

The procedural time requirements may be waived with mutual written consent of the parties involved.

Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision within 60 days from the date of the request for appeal hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.

An appellant may waive a personal hearing before the hearing panel and, under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.

The hearing is not formal in nature. Pertinent and relevant information, whether written or oral, will be accepted. Hearings will be tape-recorded.

After the hearing has been completed, the hearing panel shall submit a proposed decision in writing to the Board at its next regular public meeting.

2. The Board, after receiving the proposed decision, may adopt the proposed decision; decide the matter on the record with or without taking additional evidence; or order a further hearing to be conducted if additional information is needed to decide the issue.

After the hearing panel's proposed decision is adopted, or an alternate decision is rendered by the Board, or notice of new hearing ordered, notice of decision or other such actions shall be mailed or otherwise delivered by the Board to the appellant.

3. The record of the testimony, exhibits, all papers and requests filed in the proceedings, and the hearing panel's proposed decision shall constitute the exclusive record for decision and shall be available to the appellant at any reasonable time for one (1) year after the date of the Board's notice of decision in the case.

4. The decision of the Board shall be final.

#### B. Legal Question of Law

This Article does not preclude consideration of legal questions in connection with decisions provided for in Article 16 A, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or Board on a question of law.

### **ARTICLE 17. REMEDIES**

Grantee agrees that any remedy provided in this grant contract is in addition to and not in derogation of any other legal or equitable remedy available to the Board as a result of breach of this grant contract by the Grantee, whether such breach occurs before or after completion of the project. In the event of litigation between the parties hereto arising from this contract, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered within the discretion of the court.

**ARTICLE 18. WAIVER**

The parties hereto may, from time to time, waive any of their rights under this grant contract unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**ARTICLE 19. AMENDMENT**

This grant contract may be amended at any time by mutual written agreement of the parties.

**ARTICLE 20. TRAVEL AND PER DIEM**

Payment for travel and per diem in performance of this Agreement shall not exceed the maximum established by the county travel policies. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from the State.

**ARTICLE 21. CHILD SUPPORT COMPLIANCE ACT**

For any contract in excess of \$100,000, the Grantee acknowledges that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**ARTICLE 22. YEAR 2000 LANGUAGE**

The Grantee warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are "Year 2000 compliant." For purposes of this contract, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Grantee.



**ARTICLE 23. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

**ARTICLE 24. AMERICANS WITH DISABILITIES ACT**

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**ARTICLE 25. DRUG-FREE WORKPLACE REQUIREMENTS**

Grantee will comply with the requirements of the Drug-Free Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide that every employee who works on the proposed Agreement will:
  - 1. Receive a copy of the company's drug-free policy statement; and
  - 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement, or both, and Grantee may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: (1) the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

# I. Fiscal Summary (4 Year Budget Summary)

## B. Project Line Item Totals

| 4 Year Totals              |             |            |         |             |           |
|----------------------------|-------------|------------|---------|-------------|-----------|
| Line Item                  | State Funds | Hard Match | In Kind | Other Match | Total     |
| 1. Salaries and Benefits   | 1,196,427   | 520,114    |         |             | 1,716,541 |
| 2. Services and Supplies   | 219,981     | 118,519    |         |             | 338,500   |
| 3. Professional Services   | 188,171     | 486,133    |         |             | 674,280   |
| 4. 3 8 0 Contracts         |             |            |         |             |           |
| 5. Administrative Overhead | 160,457     | 113,726    |         |             | 274,183   |
| 6. Fixed Assets            | 0           | 12,500     |         |             | 12,500    |
| 7. Other                   |             |            |         |             |           |
| 8. Grand Total             | 1,765,012   | 1,250,992  |         |             | 3,016,004 |

## A. Funding Source Totals

| 4 Year Totals          |           |
|------------------------|-----------|
| Source                 | Amount    |
| 1. State Funds Awarded | 1,765,012 |
| 2. Hard Match          | 1,250,992 |
| 3. In Kind Match       |           |
| 4. Any Other Match     |           |
| 5. Grand Total         | 3,016,004 |

## II. Budget for the First Year of the Project

| First Project Year         |             |            |         |             |         |
|----------------------------|-------------|------------|---------|-------------|---------|
| Line Items                 | State Funds | Hard Match | In Kind | Other Match | Total   |
| A. Salaries and Benefits   | 249,005     | 107,201    |         |             | 356,206 |
| B. Services and Supplies   | 58,381      | 32,869     |         |             | 91,250  |
| C. Professional Services   | 94,074      | 154,496    |         |             | 248,570 |
| D. CBO Contracts           |             |            |         |             |         |
| E. Administrative Overhead | 40,147      | 30,706     |         |             | 70,853  |
| F. Fixed Assets            | 0           | 12,500     |         |             | 12,500  |
| G. Other                   |             |            |         |             |         |
| H. Grand Total             | 441,607     | 337,772    |         |             | 779,379 |

### III. Budget for the Second Year of the Project

| Second Project Year        |             |            |         |             |         |
|----------------------------|-------------|------------|---------|-------------|---------|
| Line Items                 | State Funds | Hard Match | In Kind | Other Match | Total   |
| A. Salaries and Benefits   | 303,831     | 131,187    |         |             | 435,018 |
| B. Services and Supplies   | 52,200      | 28,550     |         |             | 80,750  |
| C. Professional Services   | 23,518      | 105,052    |         |             | 128,570 |
| D. CBO Contracts           |             |            |         |             |         |
| E. Administrative Overhead | 37,955      | 26,479     |         |             | 64,434  |
| F. Fixed Assets            |             |            |         |             |         |
| G. Other                   |             |            |         |             |         |
| H. Grand Total             | 417,504     | 291,268    |         |             | 708,772 |

## IV. Budget for the Third Year of the Project

| Third Project Year         |             |            |         |             |         |
|----------------------------|-------------|------------|---------|-------------|---------|
| Line Items                 | State Funds | Hard Match | In Kind | Other Match | Total   |
| A. Salaries and Benefits   | 316,382     | 138,059    |         |             | 454,441 |
| B. Services and Supplies   | 52,200      | 28,550     |         |             | 80,750  |
| C. Professional Services   | 23,518      | 105,052    |         |             | 128,570 |
| D. CBO Contracts           |             |            |         |             |         |
| E. Administrative Overhead | 39,210      | 27,166     |         |             | 66,376  |
| F. Fixed Assets            |             |            |         |             |         |
| G. Other                   |             |            |         |             |         |
| H. Grand Total             | 431,310     | 298,827    |         |             | 730,137 |

# V. Budget for the Fourth Year of the Project

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| Fourth Project Year        |             |            |         |             |         |
|----------------------------|-------------|------------|---------|-------------|---------|
| Line Items                 | State Funds | Hard Match | In Kind | Other Match | Total   |
| A. Salaries and Benefits   | 327,209     | 143,667    |         |             | 470,876 |
| B. Services and Supplies   | 57,200      | 28,550     |         |             | 85,750  |
| C. Professional Services   | 47,037      | 121,533    |         |             | 168,570 |
| D. CBO Contracts           |             |            |         |             |         |
| E. Administrative Overhead | 43,145      | 29,375     |         |             | 72,520  |
| F. Fixed Assets            |             |            |         |             |         |
| G. Other                   |             |            |         |             |         |
| H. Grand Total             | 474,591     | 323,125    |         |             | 797,716 |

(Fill out a separate form for each program supported by the Mentally Ill Offender Crime Reduction Grant)

# VI. Name of Program ACT

## Program Fiscal Detail

| Line Items                 | State Funds | Hard Match | In Kind | Other Match | Total     |
|----------------------------|-------------|------------|---------|-------------|-----------|
| A. Salaries and Benefits   | 1,196,427   | 520,114    |         |             | 1,716,541 |
| B. Services and Supplies   | 219,981     | 118,519    |         |             | 338,500   |
| C. Professional Services   | 188,147     | 486,133    |         |             | 674,280   |
| D. CBO Contracts           |             |            |         |             |           |
| E. Administrative Overhead | 160,457     | 113,726    |         |             | 274,183   |
| F. Fixed Assets            | 0           | 12,500     |         |             | 12,500    |
| G. Other                   |             |            |         |             |           |
| H. Grand Total             | 1,765,012   | 1,250,992  |         |             | 3,016,004 |



# MENTALLY ILL OFFENDER

## Program Evaluation Survey

This survey will become part of your county's MIO contract with the Board of Corrections. For purposes of this survey:

- "Program" refers to a defined set of interventions that will be given to a specified research sample in order to evaluate well-stated hypotheses. If you have more than one Program, please fill out a separate survey for each Program.
- "Research Design" refers to the procedures you will use to test the stated hypotheses for your Program. In some instances you will have more than one Research Design for a Program, in which case a separate survey must be completed for each Research Design.
- "Project" refers to all the work that you propose to do with the MIO Grant. For example, if you have two Programs and two Research Designs for each Program, the entire effort would constitute your Project (and you would complete four surveys).

To simplify the task of completing this survey, we refer you to two sources: 1) the initial Research Design Summary Form, and 2) your Program's responses to the technical compliance issues identified during the grant review. If no additional information was requested of a particular item on the Research Design Summary Form, you can enter the original text into the appropriate space below. If more information was requested, provide a more complete response.

|     |   |   |
|-----|---|---|
| 1.  | County: Santa Cruz                              |   |
| 1a. | Researcher: Douglas Wilson, PhD                 | Phone: (617) 491-1277 x13                   |
|     | Address: BOTEK Analysis Corporation             | Fax: (617) 491-1282                         |
|     | 767 Concord Avenue, Cambridge, MA 02 138        | E-mail: dw@botec.com                        |
| 1b. | Research Manager: Bonita J. Soley, PhD          | Phone: (617) 491-1277 xl 1                  |
|     | Address: BOTEK Analysis Corporation             | Fax: (617) 491-1282                         |
|     | 767 Concord Avenue, Cambridge, MA 02138         | E-mail: bjs@botec.com                       |
| 1c. | Principal Data Collector: Mary Brosnan-Sorenson | Phone: (83 1) 454-4757                      |
|     | Address: Santa Cruz County Mental Health        | Fax: (831) 454-4663                         |
|     | 1400 Emeline Avenue, Santa Cruz, CA 95060       | E-mail: mbrosnan@health.co.santa-cruz.ca.us |

2. **Program Name:** Current Board of Corrections grant participants have found it useful to pick a name that helps them to create a Program identity (two examples are the "IDEA" Program and the "Home Run" Program). Indicate the title you will be using to refer to your Program.

MOST = Mentally ill Offender Stabilization Treatment

3. **Treatment Interventions:** Describe the components of the Program that you will be evaluating. Another way of saying this is, "Describe how the 'treatment' offenders (those in the Program) will be treated differently than the comparison offenders (e.g., services while incarcerated, more intensive supervision, more thorough assessment, a wider range of services, more aggressive case management, better aftercare)."

*Treatment Intervention: The experiment combines ACT team mental health services with probation authority to serve mentally ill offenders. A broad approach is taken to help offenders achieve a stable life of decent quality. The team will intervene in any domain to help achieve that goal. The comparison group will use the currently provided brokered, case management mental health services that the current program provides.*

4. **Research Design:** Describe the Research Design that you will be using. Issues to be addressed here include the name of the design (e.g., true experimental design), the use of random assignment, and any special features that you will include in the design (e.g., the type of comparison group you will use for quasi-experimental designs).

*A 3.75-year single treatment and control group randomly assigned, balanced design experiment, with multiple outcome measures. The initial randomization of treatment and comparison offenders is from a pool of offenders who have had county mental health services, offended at least twice, are resident in the county, and are considered seriously and persistently mentally ill. The treatment group is randomized to an ACT program. The control group is assigned to brokered, case management mental health services, which is the current practice. Additional offenders are randomly assigned from a pool of offenders who have had at least one arrest, have received county mental health services, are considered seriously and persistently mentally ill, and have been arrested for a second time. They are assigned after their cases have been adjudicated to prevent "gaming" of the assignment to treatment and comparison groups. The maximum number assigned to the ACT treatment group is 75, while the comparison group will be approximately 300.*

- 4a. Check (✓) the statement below that best describes your Research Design. If you find that you need to check more than one statement (e.g., True experimental and Quasi-experimental), you are using more than one Research Design and will need to complete a separate copy of the survey for the other design. Also, check the statements that describe the comparisons you will be making as part of your Research Design.

| Research Design (Check One)         |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | True experimental with random assignment to treatment and comparison groups                                 |
| <input type="checkbox"/>            | Quasi-experimental with matched contemporaneous groups (treatment and comparison)                           |
| <input type="checkbox"/>            | Quasi-experimental with matched historical group  |
| <input type="checkbox"/>            | Other (Specify)   |
| Comparisons (Check all that apply)  |   |
| <input type="checkbox"/>            | Post-Program, Single Assessment   |
| <input type="checkbox"/>            | Post-Program, Repeated Assessments (e.g., 6 and 12 months after program separation)                         |
| <input type="checkbox"/>            | Pre-Post Assessment with Single Post-Program Assessment   |
| <input type="checkbox"/>            | Pre-Post Assessment with Repeated Post-Program Assessments (e.g., 6 and 12 months after program separation) |
| <input checked="" type="checkbox"/> | Other (Specify) <i>Post with Multiple Assessments; Repeated Assessment during Treatment period.</i>         |

- 4b. If you are using a historical comparison group, describe how you will control for period and cohort effects.  
NA

5. **Cost/Benefit Analysis:** Indicate by checking "yes" or "no" whether you will be conducting a Program cost/benefit analysis that includes at least: a) the cost per participant of providing the interventions to the treatment and comparison groups; b) the cost savings to your county represented by the effectiveness of the treatment interventions; and, c) your assessment of the program's future (e.g., it will continue as is, be changed significantly, be dropped) given the results of the cost/benefit analysis.

| Cost/Benefit Analysis                   |                             |
|---|-----------------------------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

- 5a. If you will perform a cost/benefit analysis, describe how that analysis will be performed.

*A protocol will guide the collection of cost data for mentally ill offenders. This accounting protocol will include direct costs, overhead, and, indirect costs, opportunity costs, and costs of externalities. Cost-benefit analyses will be completed on outcomes and inputs that can be monetized, such as differences in jail days, arrest costs, law enforcement costs, emergency treatment costs, reduction of crime, etc. Outcomes measured in terms of psychosocial functioning and client satisfaction will be analyzed for cost-effectiveness (ie: incremental cost effectiveness = difference in cost/difference in effectiveness.)*

6. **Target Population:** This refers to the criteria that treatment and comparison subjects must meet in order to be able to participate in the research. Target criteria might include diagnostic categories, age, gender, risk level, legal history, geographical area of residence, etc. Please provide a detailed description of the criteria you will be using and how you will measure those criteria to determine eligibility.

*An offender from the pool described above is eligible to participate if he/she has been assessed as persistently and seriously mentally ill, has at least one prior arrest, does not have out-of-county Medical eligibility, is not under the supervision of the CDC, and is alive.*

- 6a. Describe any standardized instruments or procedures that will be used to determine eligibility for Program participation, and the eligibility criteria associated with each (e.g., "significant psychopathology" as measured by the MMPI, etc.).

*Diagnoses will be made through clinical interview using DSM-IV criteria.*

7. **Sample Size:** This refers to the number of subjects who will participate in the treatment and comparison samples during the entire course of the research. Of course, in any applied research program, subjects drop out for various reasons (e.g., moving out of the county, failure to complete the program). In addition, there will probably be mentally ill offenders who participate in the Program you will be researching and not be part of the research sample (e.g., they may not meet one or more of the criteria for participation in the research), or they may enter into the Program too late for you to conduct any follow-up research you may intend to do. **Using the table below**, indicate the number of participants who will complete the treatment interventions or comparison group interventions, plus the number of months, if any, for follow-up period after Program completion. This also will be the number of subjects that you will be including in your statistical hypothesis testing to evaluate the Program outcomes. Provide a breakdown of the sample sizes for each of the four Program years, as well as the total Program. Under **Unit of Analysis**, check the box that best describes the unit of analysis you will be using in your design.

| Sample Sizes (Write the expected number in each group) |  |  |
|--|--|--|
| Program Year   | Treatment Group  | Comparison Group   |
| First Year   | 75 individuals will be treated throughout the four years | 300 individuals will be in the comparison group throughout the four years. |
| Second Year  |  |  |
| Third Year   |  |  |
| Fourth Year  |  |  |
| Total  | 75   | 300  |
| Unit of Analysis ( Check one)                          |  |  |
| <input checked="" type="checkbox"/>                    | Individual Offender                                      | Family   |
| <input type="checkbox"/>                               | Institution  | Geographic Area (e.g., neighborhood)                                       |
| <input type="checkbox"/>                               | Other  | Other:   |

8. **Key Dates:**

- "Program Operational" is the date that the first treatment subject will start in the Program.
- "Final Treatment Completion" is the date when the last treatment subject in the research sample will finish the interventions that constitute the Program (and before the start of the follow-up period, if any).
- "Final Follow Up Data" is the date when the last follow-up data will be gathered on a research subject (e.g., six months after the last subject completes the treatment).

Program Operational Date: October 15, 1999  
 Final Treatment Completion Date: June 30, 2003  
 Final Follow-Up Data Date: July 30, 2003

9. **Matching Criteria:** (Whether or not you are using a true experimental design), please indicate the variables that you will be tracking to assess comparability between the groups. Matching criteria might include: age, gender, ethnicity, socioeconomic status, criminal history mental health diagnosis, etc.

*Groups will be matched on baseline data: previous arrests (Detention Management System Database [DMS]), felony/misdemeanor (DMS), age, gender (DMS), race (DMS), diagnosis (DSM-IV criteria from InSyst data and intake interview), housing status, employment status, functional impairment (GAF). Non-designated variables will be determined from intake interview.*

- 9a. After each characteristic listed above, describe how it will be measured.

*The measures are drawn from the InSyst system and the DMS Database.*

- 9b. Which of these characteristics, if unequally distributed between the treatment and comparison groups, would complicate or confound the tests of your hypotheses? How will you manage that problem?

*By randomly assigning most participants at the beginning of the experiment it will be possible to check to see if the randomization creates two equivalent groups. If not they can be re-randomized. The random assignment process should control for any possible bias between the samples for these variables. For offenders added after the initial group block assignment can be used to control the randomization. The data collection process will be audited at regular intervals to maintain the integrity of the random assignment, ensure that samples are comparable with no cross-overs.*

- 9c. If you are using an historical comparison group, describe how you will ensure comparability (in terms of target population and matching characteristics) between the groups.

NA

10. **Comparison Group:** The intent here is to document the kind of comparison group you will using. If you are using a true experimental design, the comparison group will be randomly selected from the same subject pool as the treatment subjects (in which case you would enter "true experimental design" in the space below), However, for quasi-experimental designs, the comparison group might come from a number of different sources such as: matched institutions, matched geographical areas, other matched counties, a matched historical group, etc.

Please identify the source of your comparison group.

*True experimental design*

11. **Assessment Process:** The intent here is to summarize the assessment process that will determine the nature of the interventions that the mentally ill offenders in the treatment group will receive. For example, psychological testing, multi-agency and/or multi-disciplinary assessments, etc. Also, describe the qualifications of those who will be doing the assessments.

*Clinical interview and evaluation of symptoms and functions administered by the jail treatment team. The tests include the Addiction Severity Index (ASI), BASIS 32, California Quality of Life, GAF, and the MHSIP. These tests, with the exception of the ASI, are required outcome measures. The information will be included in the Grant database.*

- 1 la. Describe any standardized assessment instruments that will be administered to all treatment group subjects for the purposes of identifying appropriate interventions.

See Question 11.

- 1 lb Describe any assessment instrument designed by your county that you will use.

NA

- 11c. Identify which assessment instruments, if any, will also be administered to comparison group subjects.  
*Same as treatment group*

12. **Treatment Group Eligibility:** Indicate the process (as opposed to the criteria) by which research subjects will be selected into the pool from which treatment subjects will be chosen. This process might include referral by a judge, referral by a school official, referral by a law enforcement officer, administration of a risk assessment instrument, etc.

*Treatment group eligibles and controls are listed as recipients of in jail, county mental health services, are at least two time offenders, are judged seriously and persistently mentally ill. Everyone in this record pool is eligible for randomization into the treatment and control group*

13. **Comparison Group Eligibility:** Indicate the process by which research subjects will be selected into the pool from which comparison subjects will be chosen. For true experimental designs, this process will be the same as for treatment subjects.

*True experimental design, same as treatment group*

- 13a. If procedures for determining the eligibility of participants for the Comparison Group differ from those described in 12, please describe them. If different procedures are used, how will you ensure comparability of the two groups in terms of critical characteristics?

NA

*Answer questions 14 - 17 by filling in the table below as instructed.*

14. **Outcome Variables:** In the table below, list some of the most important outcome variables that you are hypothesizing will be positively affected by your Program. Possibilities include improvement in personal functioning, arrest rate, successful completion of probation, alcohol and drug-related behavior, risk classification, etc.
15. **Score/Scale:** To "measure" the effects produced by your Program requires putting the variable in question on some sort of measuring scale (e.g., a test score, a count of occurrences, a rating scale, a change-score indicating progress of some sort). For each variable, for which you are making a hypothesis, indicate in the table below the measurement that you will be statistically analyzing when you test your hypothesis.
16. **Additional Information:** To explain more fully how you intend to test your hypothesis, you might find it helpful to supply additional information. For example, you might intend to partition the data by gender, or make differential hypotheses for different age ranges. Supplying "additional information" is optional; but if there is some aspect of the hypotheses testing that is important for us to know about, please supply the information in this section.
- 16a. For each outcome variable that will not be measured by a standardized assessment procedure, describe the measurement procedures that will be used. For instance, if your county has developed a risk-assessment tool that you will be using to measure change, please describe how it works.
17. **Significance Test:** In order for a statistical procedure to be the appropriate test of a particular hypothesis, certain assumptions must be met. It is critical at the outset of a research design to make sure that the measuring devices, measuring scales, samples, and methodology produce the kind of data that fit the requirements of the intended

statistical procedure. In this section, please list your choice for the testing of your hypothesis, given the research design you have chosen, the measurement you will use, and the data you will be collecting.

| Variable                        | Score/Scale                                | Significance Test .  |
|---------------------------------|--|--|
| Probability of rearrest         | Probability of re-arrest                   | Independent sample t-tests are generically appropriate for a basic effects model since the comparisons will be between randomized treatment and control groups. In addition, there will be examination of the time paths of the effects, effects on subgroups and an analysis of the social effects of the two programs. These additional analyses will primarily rely on MANOVA models and repeated measures. |
| Jail days                       | Number of jail days (median, average)      |  |
| Police contacts                 | Number of bookings (median, average)       |  |
| Cost of treatment services      | Per capita cost of mental health           |  |
| Cost of criminal justice system | Per capita cost of criminal justice system |  |
| Psychosocial functioning        | Psychosocial functioning scores            |  |
| Higher consumer satisfaction    | MHSIP Scores (median, average)             |  |
| Reduced homelessness            | Days in stable housing (median, average)   |  |
| Treatment retention             | Treatment dropouts, Proportion of sample.. |  |
| Income                          | Income level = Transfers + earned income   |  |

The following questions are supplemental to the Research Design Summary Form and will help us understand how you intend to manage data collected for this project.

18. What additional background information (if any) will be collected for the participants (both treatment and comparison)? For instance, will you gather information about family criminal background, drug involvement, family variables, work history, educational background, etc. If so, what will be collected and how?

*Drug use will be measured via urine testing. Employment, detox and drug residency programs, vocational services, outreach, training, substance abuse treatment variables will be collected via interview and yearly survey, if it is not part of the current databases operated by the County.*

19. How will the process evaluation be performed? What components will be addressed and how will they be measured (e.g., services available and frequency of use of those services by each participant)? What is the time frame for gathering process-related information? What recording mechanisms will be used? If descriptive or statistical analyses will be performed, please describe what they will be.

*Protocols that support a longitudinal case study of the experimental and control processes utilized during the demonstration period will be developed. These protocols will be used to collect data on how the treatment and control programs affect the interplay between law enforcement and mental health; if either the treatment or control programs reduce the rates of offenses; the relative emphasis of the two programs on providing mentally ill offenders with social supports; what effects the two programs have on encounters between the mentally ill and the*

police; information on the nature, extent and costs of law enforcement contacts with ACT and control program clients; reasons leading to law enforcement contacts with ACT and control program clients; and the relation between the frequency of contact with mental illness services and the frequency of encounters with the police. Data will be collected at baseline, during the annual surveys, and at the conclusion of the project treatment period. These data will be observed for frequency and means will be statistically compared between treatment and comparison groups. Differences between initial occurrence rates and final occurrence rates will also be analyzed via repeated measure ANOVA. Much of the data will also be qualitative data and will be examined using ethnographic techniques and pattern analysis.

20. Describe how you will document services received by the treatment and comparison group members. Examples are: how many counseling sessions did the subject attend, how intense (and by what measure) was the drug treatment, did the subject complete the interventions, etc.?

*The InSyst System will be the source of information on services received by the treatment and comparison group members.*

21. What will be the criteria for completion of the program (by what criteria will you decide that the research subject has received the full measure of the treatment that is hypothesized to have a beneficial impact. For instance, will the Program run for a specified amount of time irrespective of the participants' improvement or lack thereof? If so, how long? Alternatively, will completion be determined by the participants' having achieved a particular outcome? If so, what will that outcome be and how will it be measured? An example is decreased risk as measured by a "level of functioning" instrument.

*The ACT treatment program for seriously and persistently ill persons is a continuing program. Participants will be in the program from the time of entry until the end of the Grant. If the program is successful it will be continued and the controls will be enrolled in the ACT program. There is no step-down in the experimental ACT program.*

22. If Program completion will be linked to probation terms, how will you record those terms and identify adequate completion? Examples include completion of mental health or substance abuse programs, etc.

*Although there are two probation officer assigned to the ACT team, and probation will be used as a tool in the program, program participation is not completely determined by probation status. There will be an effort to provide ACT services to offenders who are not on probation, but are seriously and persistently mentally ill in order to prevent felonies, misdemeanors and recidivism.*

23. On what basis will a subject be terminated from the Program and be deemed to have failed to complete the Program? Will those who leave, drop out, fail, or are terminated from the Program be tracked in terms of the research dependent variables? For how long?

*Individuals in either the treatment or control group who drop out will be tracked to the extent possible. No one will be terminated from the program. Those who become supervised by CDC or move out of the county will be followed by record searches to the extent possible.*