

AGREEMENT NUMBER

**BSCC 977-15**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR'S NAME

**SAN LUIS OBISPO COUNTY**

2. The term of this

Agreement is: **July 1, 2015 through June 30, 2018**

3. The maximum amount

**\$950,000.00**

of this Agreement is: **Nine Hundred Fifty Thousand Dollars and No Cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A:	Scope of Work	3	pages
Exhibit B:	Budget Detail and Payment Provisions	3	pages
Exhibit C:	GTC 610: General Terms and Conditions	3	pages
Exhibit D:	Special Terms and Conditions	3	pages
Attachment 1:	Application for Funding/Grant Proposal	39	pages

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**SAN LUIS OBISPO COUNTY**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**DEBBIE ARNOLD, Chairperson, Board of Supervisors, San Luis Obispo**

ADDRESS

**Room D-430 County Government Center  
 San Luis Obispo, CA 93408**

**APPROVED AS TO FORM  
 AND LEGAL EFFECT  
 Rita L. Neal, County Counsel**

By:  **6/30/15**  
 Deputy County Counsel Date

**STATE OF CALIFORNIA**

AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**MARY JOLLS, Deputy Director**

ADDRESS

**2590 Venture Oaks Way, Suite 200  
 Sacramento CA 95833**

*California Department of General  
 Services Use Only*

Exempt per: **SCM 1, 4.04, A.4.**

**EXHIBIT A**  
**SCOPE OF WORK**

**1. GRANT AGREEMENT – MENTALLY ILL OFFENDER CRIME REDUCTION GRANT**

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and San Luis Obispo County hereafter referred to as Grantee or Contractor.

**2. PROJECT SUMMARY AND ADMINISTRATION**

A. Grants are encumbered under this contract for the purposes of supporting appropriate prevention, intervention, supervision, services, and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders while continuing public safety.

The San Luis Obispo project will implement a collaborative and multidisciplinary program designed to provide for a Behavioral Health clinician at pre-trial to screen mentally ill offenders as they are being sentenced to provide an alternative to incarceration, in-custody evidence-based treatment services, increased capacity within the community clinic to provide walk-in medication and screening appointments for post-release offenders in order to provide an immediate and seamless reentry of the client into the community. In-custody treatment services include Cognitive Behavioral Therapy for Psychosis, Criminogenic interventions (Moral Reconciliation Therapy), and trauma-focused treatment (Seeking Safety).

B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal, which is attached and hereto made part of this agreement.

**3. PROJECT OFFICIALS**

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows and as specified in Section I of Attachment 1: Application for Funding/Grant Proposal:

**Authorized Officer** with legal authority to sign:

Name: Debbie Arnold  
Title: Chairperson, Board of Supervisors  
Address: Room D-430 County Government Center; San Luis Obispo, CA 93408  
Phone: (805) 781-4339  
Email: darnold@co.slo.ca.us

**Designated Financial Officer** authorized to receive warrants:

Name: Cindy Collins  
Title: Chief Financial Officer, Behavioral Health Department  
Address: 2180 Johnson Avenue; San Luis Obispo, CA 93401  
Phone: (805) 781-2932  
Fax: (805) 781-1227  
Email: ccollins@co.slo.ca.us

**Project Director** authorized to administer the project:

Name: Starlene Graber, Ph.D., LMFT  
Title: Division Manager  
Address: 2180 Johnson Avenue; San Luis Obispo, CA 93401  
Phone: (805) 781-4759  
Fax: (805) 781-1227  
Email: sgraber@co.slo.ca.us

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

**EXHIBIT A**  
**SCOPE OF WORK**

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

**4. DATA COLLECTION**

Grantees will be required to participate in the collection of data on a common set of variables (and using one or more common data collection instruments). These common variables will be identified collaboratively by the BSCC and the grantees during the grantee orientation meeting. It is anticipated that grantees will be required to submit this common set of variables on a quarterly basis. Data elements may include demographic and other background information, program status information, level and intensity of program services information, and short-term and intermediate-term outcome information. Grantees will also be required to conduct a Local Evaluation Plan as outlined in the Grant Requirements Section of the Request for Proposals (pages 11-12).

**5. PROGRESS REPORTS AND EVALUATIONS**

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

<b>Progress Report Periods</b>	<b>Due no later than:</b>
1) July 1, 2015 through September 30, 2015	November 16, 2015
2) October 1, 2015 through December 31, 2015	February 15, 2016
3) January 1, 2016 through March 31, 2016	May 16, 2016
4) April 1, 2016 through June 30, 2016	August 15, 2016
5) July 1, 2016 through September 30, 2016	November 16, 2016
6) October 1, 2016 through December 31, 2016	February 15, 2017
7) January 1, 2017 through March 31, 2017	May 16, 2017
8) April 1, 2017 through June 30, 2017	August 15, 2017
9) July 1, 2017 through September 30, 2017	November 16, 2017
10) October 1, 2017 through December 31, 2017	February 15, 2018
11) January 1, 2018 through March 31, 2018	May 16, 2018
12) April 1, 2018 through June 30, 2018	August 15, 2018

**6. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial record, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The Grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

**EXHIBIT A**  
**SCOPE OF WORK**

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENTS**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

<b>Invoicing Periods</b>	<b>Due no later than:</b>
1) July 1, 2015 through September 30, 2015	November 16, 2015
2) October 1, 2015 through December 31, 2015	February 15, 2016
3) January 1, 2016 through March 31, 2016	May 16, 2016
4) April 1, 2016 through June 30, 2016	August 15, 2016
5) July 1, 2016 through September 30, 2016	November 16, 2016
6) October 1, 2016 through December 31, 2016	February 15, 2017
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10) October 1, 2017 through December 31, 2017	February 15, 2018
11) January 1, 2018 through March 31, 2018	May 16, 2018
12) April 1, 2018 through June 30, 2018	August 15, 2018

- B. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

**2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

**3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs. The BSCC Grant Administration and Audit Guide outlines eligible and ineligible project costs.
- B. Grantee shall, upon demand, remit to the BSCC 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 Grant Agreement.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

**5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report;
  - 3) submittal and approval of any additional required reports; and
  - 4) submittal and approval of the final audit of expenditures.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's 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 withholding.

**EXHIBIT B  
 BUDGET DETAIL AND PAYMENT PROVISIONS**

**7. PROJECT BUDGET**

<b>LINE ITEM</b>	<b>GRANT FUNDS</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL</b>
1. Salaries & Benefits	\$674,226	\$192,415	\$343,970	\$1,210,611
2. Services & Supplies	\$15,660	\$0	\$0	\$15,660
3. Professional Services	\$132,252	\$0	\$0	\$132,252
4. Community Based Organization (CBO) Contracts	\$0	\$0	\$0	\$0
5. Indirect Costs / Administrative Overhead <i>(not to exceed 10% of grant award)</i>	\$67,423	\$0	\$53,638	\$121,061
6. Fixed Assets / Equipment	\$5,250	\$0	\$0	\$5,250
7. Data Collection / Enhancement	\$0	\$0	\$15,970	\$15,970
8. Program Evaluation	\$0	\$0	\$15,970	\$15,970
9. Sustainability Planning	\$0	\$0	\$26,333	\$26,333
10. Other (include travel costs)	\$55,189	\$0	\$6,000	\$61,189
<b>TOTAL</b>	<b>\$950,000</b>	<b>\$192,415</b>	<b>\$461,881</b>	<b>\$1,604,296</b>

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**GTC 610: GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **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.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor 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 Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor 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 costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Gov. Code

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

§12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). 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 Agreement by reference and made a part hereof as if set forth in full. Contractor 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor 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 contractor, 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.
- 17. 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 affected thereby.
- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation [Mil. & Vets. Code §999.5(d); Govt. Code §14841].
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code [PCC 10344(e)].

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is responsible for the project activities identified in Attachment 1: Application for Funding/Grant Proposal to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

**2. GRANTEE ASSURANCES AND COMMITMENTS**

**A. Compliance with Laws and Regulations**

This Grant Agreement 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 state laws, rules and regulations, and all applicable local ordinances.

**B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Application for Funding/Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

**C. Permits and Licenses**

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

**3. POTENTIAL SUBCONTRACTORS**

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor'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 accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) **Access to Books and Records**

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

**4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

**5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

**6. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

**7. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Application for Funding/Grant Proposal, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

**8. SETTLEMENT OF DISPUTES**

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- A. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the BSCC Corrections Planning and Programs Division Deputy Director. Within 30 days, the Deputy Director shall meet with the Grantee and the designated BSCC Field Representative for purposes of resolving the dispute.

The appeal shall be in writing and shall:

- 1) state the basis for the appeal;
  - 2) state the action being requested of the Deputy Director; and,
  - 3) include any correspondence/documentation related to the cause for dissatisfaction.
- B. The Deputy Director will review the appeal and render a decision on the appeal within 30 calendar days. The decision of the Deputy Director shall be in writing and shall provide rationale for the decision.
- C. If dissatisfied with the decision, the Grantee may file for a review by the BSCC Executive Director. Such request shall be in writing and contain all the elements listed above in Item A.
- D. The decision of the Executive Director shall be final. Notice of the decision shall be mailed to the Grantee.
- E. The procedural time requirement may be waived with written mutual consent of both Grantee and Deputy Director. Grantee shall continue with the responsibilities under this Agreement during any dispute.

**9. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §16654 through §16649 to this Grant Agreement and agrees to the following:

- A. No state funds received under the Grant Agreement will be used to assist, promote, or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

**10. WAIVER**

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

**MENTALLY ILL OFFENDER CRIME REDUCTION GRANT PROGRAM  
ADULT PROJECT APPLICATION**

**SECTION I: APPLICANT INFORMATION**

**A. APPLICANT/DEPARTMENT IMPLEMENTING THE GRANT**

COUNTY: San Luis Obispo		COLLABORATING COUNTY (if applicable):	
IMPLEMENTING AGENCY	DUN AND BRADSTREET NUMBER	TELEPHONE NUMBER	
County of San Luis Obispo Behavioral Health Department	140037164 (if applicable)	805-781-4753	
STREET ADDRESS	CITY	STATE	ZIP CODE
2180 Johnson Avenue	San Luis Obispo	CA	93401
MAILING ADDRESS	CITY	STATE	ZIP CODE
2180 Johnson Avenue	San Luis Obispo	CA	93401

**B. GRANT AMOUNT REQUESTED**

**C. PROPOSED MATCH AMOUNT**

\$ 950,000

\$ 654,296

**D. APPLICANT PROJECT DIRECTOR**

NAME AND TITLE			TELEPHONE NUMBER
Starlene Graber, PhD, LMFT, Division Manager			805-781-4759
STREET ADDRESS			FAX NUMBER
2180 Johnson Avenue			805-781-1227
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Luis Obispo	CA	93401	sgraber@co.slo.ca.us

**APPLICANT PROJECT FINANCIAL OFFICER**

NAME AND TITLE			TELEPHONE NUMBER
Collins, Chief Financial Officer, Behavioral Health Department			805-781-2932
STREET ADDRESS			FAX NUMBER
2180 Johnson Avenue			805-781-1227
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Luis Obispo	CA	93401	ccollins@co.slo.ca.us

**F. APPLICANT DAY-TO-DAY CONTACT PERSON**

NAME AND TITLE		TELEPHONE NUMBER
Star Graber, PhD, LMFT		805-781-4759
EMAIL ADDRESS		
sgraber@co.slo.ca.us		

**G. APPLICANT'S AGREEMENT**

By signing this application, the applicant assures that the grantee will abide by the laws, policies, and procedures governing this funding.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT			
Jeff Hamm, Health Agency Director			
STREET ADDRESS	STATE	ZIP CODE	TELEPHONE NUMBER
2180 Johnson Avenue, San Luis Obispo	CA	93401	805-781-4719
APPLICANT'S SIGNATURE			DATE
			4/1/15

## PROJECT ABSTRACT

Please provide a brief summary of the proposed project in the space provided below; narrative must not be more than a single page in length.

A partnership among San Luis Obispo County's Behavioral Health Department, the Superior Court of San Luis Obispo, the County Sheriff's Department and the Department of Probation seeks to implement a locally developed, collaborative and multidisciplinary project designed to: 1) implement the presence of a Behavioral Health clinician in the pre-trial courtroom to screen mentally ill offenders as they are being sentenced, thus providing an alternative to incarceration; 2) implement clinical treatment services in-custody in the specialized Mental Health Unit 200 at the County Jail providing evidence based programs; and 3) increase Psychiatrist and Licensed Psychiatric Technician capacity in the community clinic to provide walk-in medication and screening appointments for post-release, mentally ill, adult offenders in order to provide an immediate seamless re-entry from jail to community.

All of the project participants will have moderate to severe mental illness, many will have co-occurring disorders, and at least half will be women. Over 50% will be homeless and a priority will be given to serve hard to engage and under-served mentally ill offenders. If funded, this proposal will implement new capacity by providing treatment services in the County Jail, fill gaps, and enhance the services currently being provided. The number of unduplicated individuals served by this grant funding will be sixty (60) per year. Over the course of the four year project period, the number of participants served with enhanced evidence-based programs will be 240 (60 per year).

The new specialized in-custody treatment services that will be available are:

1) Behavioral health specific treatment, known as Cognitive Behavioral Therapy for Psychosis; 2) Criminogenic cognitive behavioral interventions, known as Moral Reconnection Therapy, and 3) Trauma focused treatment, known as Seeking Safety.

When successful, adult participants will have achieved and sustained a lifestyle of wellness and recovery, learning skills to better manage their lives. There will be decreased criminal recidivism, decreased impact on the criminal justice and behavioral health care systems, and re-stabilized lives.

## SECTION II: NEED STATEMENT

San Luis Obispo is an idyllic County located halfway between Los Angeles and San Francisco with a population of 270,000. It is a vacation destination for many, with wineries and local agriculture a highlight. The Pacific Ocean on one side and mild temperatures most of the year attract many homeless individuals (approximately 3,000, 49% of whom state they experience a mental illness). We are home to California Polytechnic State University, Atascadero State Hospital, California Men's Colony, and our local County Jail. We are a small-medium County with limited financial resources, provider network, and staffing to meet the demands of the mentally ill adult offenders.

In FY13-14, the average daily population of the County's Jail was 712. For the current year to date, the average daily population is 650. However, looking at a snapshot of the Jail census on March 23, 2015, there were 527 inmates in custody, with 62 having a classification of mental health or suicide risk, which equals 12% of the total population. The Jail has a specialized Mental Health Unit 200 with daily census of 25 individuals; these inmates have mental health issues that warrant special attention by the correctional deputies and psychiatric staff. However, there are no clinical treatment services, beyond medications, available in the Unit.

In addition, like many Counties around the State, the combination of AB109 and Proposition 47 have moved many who previously would have been at the Atascadero State Hospital (ASH) or in Prison with felonies to the local County Jail. When a crime occurs at the Atascadero State Hospital, the patient is transported to the local County Jail to await trial on new charges. In the current year, 8 inmates from ASH have been held in the local Jail for a total of 457 days. Inmates being held for 1370 (incompetent to stand trial) reasons also continue to impact the environment of the Jail with 41 individuals being held during the current fiscal year.

On average, more than 60% of those in jail are awaiting trial. They are being detained pre-trial while their case goes through criminal proceedings. Reducing the number of pre-trial detainees in jail or shortening their length of stay can conserve considerable resources. There are many evidence-based options for San Luis Obispo (SLO) to

strengthen pre-trial options. Currently, 68 cases a day are being heard in the misdemeanor Early Dispositional Court with an adjudication rate of 39%. Thirty-four (34) cases a day are being heard in the Felony Early Dispositional Court with an adjudication rate of 52%. However, when an adult mentally ill offender is released into the community the wait time for a psychiatric assessment by a psychiatrist at the County Behavioral Health Department (BHD) averages 12 days. This is greater than the 10 day supply of medications which are supplied to the inmate upon release and much too long for pre-trial offenders to wait when they are released immediately into the community. The quality standard for an initial medication appointment is 7 - 10 days through County Mental Health facilities. See Attachment A for all associated graphs and charts.

AB109 funding for treatment primarily targets drug offenders (substance use is a criminogenic factor and a focus on high-risk/high-need offenders). Prop 47 decreases felonies to misdemeanors and promotes re-entry into the community for mentally ill offenders--but State funding is not available at this time to provide treatment and offset the costs.

San Luis Obispo County's Strategy Committee reviewed the current continuum of care from pre-trial to re-entry to the community and assessed the gaps that exist--this grant application is an assessment of the needs of San Luis Obispo County for adult mentally ill offenders at this time.

### **SECTION III: PROJECT DESIGN**

Project target population: Eligible participants are defined as "mentally ill adult offenders" as defined in subdivisions (b) and (c) of Section 5600.3 of the Welfare and Institutions Code. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorders, as well as major affective disorders or other severely disabling mental disorders. The participant may have a serious mental disorder and a diagnosis of substance abuse or developmental disability (co-occurring disorders). In addition to the mental disorder(s), the person will have a substantial functional impairment or symptoms, or psychiatric history demonstrating risk of decompensation to having substantial impairments in independent living, social relationships, vocational skills, or

physical conditions. As a result, the person is likely to become so disabled as to require public assistance, services or entitlements.

Based on the current demographics of SLO County, the anticipated target population to be served will be: white, un-employed, with a recent history of criminal justice involvement, and fifty-percent of the population will have been previously diagnosed with mental illness. Fifty (50) percent will be women. Males are more likely to be marijuana abusers, while the females are more likely to be methamphetamine involved. The top three disorders for participants are Schizophrenia Paranoid Type, Schizo-affective Disorder, and Bipolar I. Major Depression and Borderline Personality tend to co-exist with the top three disorders. Both misdemeanors and felons will be served in the project during pre-trial phase, during incarceration at the County Jail, and in re-entry transition back to the community. Demographics of the target population (compared to various census data) are illustrated in Attachment A with graphs and charts.

Project eligibility criteria: Adult individuals with moderate to severe mental health (and substance use) disorders who are engaged at any point of the County's criminal justice continuum after arrest and who voluntarily agree to participate in the project.

Estimated numbers: Sixty (60) unduplicated offenders will be served each year.

Service delivery: This proposal is a three pronged approach using evidence based practices to expand services aimed at reducing recidivism. The first prong occurs after arrest, during the pre-trial phase of the criminal justice system. A half-time Behavioral Health clinician will be embedded in the Early Dispositional Courts to measure risk by providing information to the court to assist with the pre-trial release and sentencing decision. The Early Dispositional Courts involve a criminal judge with a dedicated court calendar, Probation Officer (for the felony cases), Public Defender, and District Attorney representatives. The Behavioral Health clinician will conduct a pre-trial risk screening through structured questions and information gathered from the identified mentally ill offender. Upon sentencing, the

offender will be released to the community for treatment and re-entry services, or will be placed into custody.

The second prong is in the San Luis Obispo County Jail. Currently, psychiatric services are available 24-7 with 4.0 BHD FTEs who work together with the Public Health Department providing medications and nursing services. This project will add 1.0 FTE Behavioral Health Therapist II or III, a clinical intern, to be stationed at the County Jail. The main focus will be to provide evidence based individual and group counseling services in the self-contained Mental Health Unit 200.

Lastly, the third prong utilizes re-entry principles to provide immediate availability of a Licensed Psychiatric Technician (.75FTE) and a Psychiatrist (.25FTE) in the community BHD clinic in San Luis Obispo to conduct medication screening and assessment. This will ensure continuity of care to community based services upon jail discharge or upon pre-trial sentencing. The existing Forensic Re-entry Services (FRS) staff, contracted through Transitions Mental Health Association and funded through MHSA, is available to provide transportation, case management, housing placement, and additional re-entry services. This project request also includes funding for Sober Living Environment beds for placement of up to four individuals with co-occurring disorders. These beds will provide housing stability, but will eliminate anti-social associates, providing a pro-social, recovery-oriented environment for these offenders.

Because there will be a range of mentally ill offenders being served in this project, from low risk (at pre-trial) to high-risk (at re-entry from custody), a .50FTE Probation Officer is provided to work with the mentally ill offender population in the community. The Probation Officer will be an active part of the forensic project team, focusing on the moderate to high-risk offenders, utilizing differential rates of supervision, and especially trained in mental health issues. When a Probation Officer uses face-to-face time with an offender to address criminogenic needs, better outcomes are achieved, including reduced recidivism (National Institute of Corrections, 2014). In addition, the treatment dosage (the right amount at the right time) is predictive of low recidivism, thus the findings illustrate the importance of

engaging and retaining offenders in order to prevent drop-out. Close supervision by the Probation Officer and time to attend to the needs of returning citizens with mental illnesses has shown to foster compliance with conditions of release and reduce recidivism. It is recommended that the Probation Officer receive training to address the needs of offenders with mental illnesses in order to employ graduated responses to probation violations in a manner that recognizes that a violation may be a function of an illness but also holds the person accountable. The Probation Officer can be an important team member to assist in the retention of the offenders in treatment to achieve excellent outcomes.

The anticipated numbers of services by category per year and over the course of the grant period are shown in the project numbers table.

Type of Service:	Yr 1	Yr 2	Yr 3	Yr 4	Total
Pre-trial screening	350	500	500	500	1,850
CBTp sessions	70	100	100	100	370
Moral Reconciliation Therapy	35	50	50	50	185
Seeking Safety sessions	35	50	50	50	185
In-custody individuals	70	100	100	100	370
Medication screening(comm)	130	260	260	260	910

#### **SECTION IV: COUNTY PLAN / STRATEGY**

A partnership among San Luis Obispo County's Behavioral Health Department, the Superior Court of San Luis Obispo, the County Sheriff's Department and the Department of Probation seeks to implement a locally developed, collaborative and multidisciplinary project designed to: 1) implement the presence of a Behavioral Health clinician in the pre-trial courtroom to screen mentally ill offenders as they are being sentenced, thus providing an alternative to incarceration; 2) implement clinical treatment services in-custody in the specialized Mental Health Unit 200 at the County Jail providing evidence based programs, and 3) increase Psychiatrist and Licensed Psychiatric Technician capacity in the community clinic to provide walk-in medication and screening appointments for offenders with mental illness upon release of custody to provide an immediate seamless re-entry from jail to community.

Pre-trial risk screening is designed to enable informed decisions about which arrested defendants can be released pre-trial without putting the public safety at risk. This strategy to reduce recidivism is based upon the Risk and Need Principles. Research has shown that the longer a low-risk defendant is detained before trial, the more likely s/he is to commit a new crime within two years of case disposition. Pre-trial services have just begun (December 2014) in San Luis Obispo County through the Superior Court's Early Dispositional Courts. There are two tracks running four days per week--a misdemeanor and a felony track. Mentally ill offenders will be found in both tracks.

Pre-Trial Services: In a study conducted by PreTrial Justice Institute in 2009 reviewed nine California counties who had implemented pre-trial services and found that of the 60% unsentenced detainees in the county jail, 38% were eligible for release. While the majority were released on bail, 14% were released on a non-financial bond. Among the nine Counties, 80% of the pre-trial released offenders were not re-arrested on a new offense. Effective pre-trial supervision strategies varied among the Counties from the straightforward court date reminders to intensive supervision and monitoring. In another County, Santa Cruz, pre-trial services were implemented in 2005 in response to overcrowding and unsafe conditions in the County Jail. In 2011, 71% of arrestees were released prior to the disposition of their case including 45% released on their own recognizance, 18% on bail, and 5% on formal supervision. The analysis of the pre-trial services in Santa Cruz County reveal that 92% of participants did not acquire new charges upon release, and 89% successfully appeared at their court date.

For in-custody treatment services three separate evidence-based treatment programs, under the Treatment Principle, are being proposed--Cognitive Behavioral Therapy for Psychosis, Moral Reconation Therapy, and Seeking Safety. These programs are designed to change the behavior of individuals in the criminal justice system and are measured by individual level outcomes. Each builds upon the other program, and they are consistent and congruent with each other using cognitive behavioral therapy techniques.

Cognitive Behavioral Therapy for Psychosis (CBTp): The purpose of this practice is to provide ancillary services in conjunction with medication, rehabilitation, and therapy, to

treat psychotic disorders. This approach helps to link the person's feelings and patterns of thinking which underpin distress. The focus of CBTp is to reduce symptoms, improve overall functioning, increase a person's effective self-management of delusions, and helping those persons to overcome key impairments to attain life goals while improving their general quality of life. The educational materials in the toolkit are written for adults, those that have schizophrenia, psychotic disorders, and/or delusions. CBTp is used on a weekly basis in a group treatment setting. The interventions include: constructing credible explanations of distressing and disabling symptoms; explore the personal significance of life events and circumstances; introduce reality testing for hallucinations and delusions; disentangle thought disorder and ameliorate negative symptoms and demystify psychotic symptoms for individuals and their families.

#### Cognitive Behavioral Therapy goals:

- o Increased understanding of and insight into psychotic experiences;
- o Improved coping with residual psychotic symptoms;
- o Reduction in distress associated with auditory hallucinations;
- o Reduction of degree of conviction and preoccupation with delusional beliefs; and
- o Maintenance of gains and prevention of relapse.

Many psychiatric studies have been conducted with research evidence supporting the efficacy of CBTp in treating negative as well as positive symptoms in schizophrenia resistant to standard antipsychotic drugs. Randomized controlled designs over a period of nine months show benefits of using CBTp in treating persistent psychotic symptoms, as well as reducing distress, disability, and future hospitalization.

#### Cognitive Behavioral Therapy for Psychosis was chosen because:

- o Our population is significantly impacted by schizophrenia and thought disorders;
- o It is proven to be effective with this population and will increase medication compliance;
- o It has fidelity measures; and
- o Its efficacy has been proven in pilot studies to be more effective than control groups.

Moral Reconciliation Therapy (MRT): Moral Reconciliation Therapy is a systematic treatment strategy that seeks to decrease recidivism by increasing moral reasoning. Its cognitive behavioral approach combines elements from a variety of psychological traditions to progressively address ego, social, moral, and positive behavioral growth. MRT takes the form of group and individual counseling using structured group exercises and prescribed homework assignments. The MRT workbook is structured around sixteen objectively defined steps focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of high stage of moral reasoning. MRT is an open-ended group format that may meet once a month or up to five times per week. Group size can vary from 5 to more than 20. Homework tasks and exercises are completed outside of group and then presented to group members during meetings. The most important aspect of the treatment is when the participant shares work with the group. The facilitator is trained to ask appropriate questions concerning the exercises and to maintain focus on the participants' completion of MRT's 16 steps.

MRT does not require high reading skills or high mental functioning levels, as participants' homework includes making drawings or writing short answers. The format seems especially appropriate to a self-contained in-custody specialized Mental Health Unit at the County Jail.

In one study of the use of MRT, after 1 year of release from custody, adult male felony inmates who participated in MRT showed a re-incarceration rate that was two-thirds lower than that of a control group of inmates who had volunteered for the MRT program, but did not receive it due to limited treatment funding. In another study, male and female clients who participated in MRT were rearrested for any offense at a rate of 20% compared with 45.3% for a matched control group. In several other studies, the authors (Little, 2001, 1999) maintain that MRT cuts the expected 1-year recidivism rate in half. Studies show that well-implemented cognitive behavioral interventions can

reduce recidivism by as much as 30 percent on average, particularly with moderate to high risk offenders.

In 2012, "A Meta-Analysis of Moral Reconciliation Therapy" was published for the International Journal of Offender Therapy and Comparative Criminology. The study considered criminal offending subsequent to treatment as the outcome variable. The overall effect size measured by correlation across 33 studies and 30,259 offenders was significant ( $r=.16$ ), indicating that MRT has a small but important effect on recidivism. Of all, 20 (62%) of the studies were conducted on incarcerated offenders with the balance on community-based offenders. Only 6% of the studies involved female offenders, thus it would be premature to conclude that MRT is effective with women offenders. However, more research is needed and the impacts would be important not only to proponents of MRT, but also to proponents of gender-responsive interventions.

The Moral Reconciliation Therapy program was chosen because:

- o The target population is currently incarcerated for criminal activity;
- o It has been proven to be effective in mental health and substance abuse treatment;
- o Some BHD staff have been trained in MRT treatment protocols; and
- o It is based in cognitive behavioral therapy and fits well with the other selected evidence based practices.

**Seeking Safety:** Seeking Safety combines a present-focused therapy to treat post-traumatic stress disorder (PTSD) with a cognitive behavioral therapy substance abuse treatment approach. Seeking Safety is designed for flexible use in both group and individual format as well as for women, men, and mixed-gender groups and in a variety of settings (e.g., outpatient, inpatient, residential).

Key principles include:

- o Safety as a goal (assisting clients to find safety in their relationships, thinking, behavior, and emotions);
- o Integrated treatment plans that treat both PTSD and substance abuse simultaneously;

- o A focus on replacing or rebuilding ideals lost as a result of both PTSD and substance abuse; and
- o A focus on cognitive, behavioral, interpersonal, and case management issues fitting well with the other available behavioral health interventions.

Seeking Safety has shown positive results in a variety of settings, reducing both trauma-related symptoms and substance use (Najavits, 2002). Two of these studies were randomized controlled trials. Findings from a not yet published study, funded by SAMHSA, "Women with Co-Occurring Disorders Violence Study," also found positive results for trauma informed treatment. This four-site study saw reductions in mental health symptoms and substance use indicators. Designed by Dr. Lisa Najavits under a National Institute of Drug Abuse grant, the program was developed to treat both substance abuse disorders and PTSD.

The Seeking Safety program was chosen because:

- o PTSD or history of trauma is significantly prevalent among the target population;
- o It has been proven to be effective in substance abuse treatment;
- o Some BHD staff have been trained in Seeking Safety treatment protocols;
- o It has fidelity measures; and
- o It is cognitive behavioral therapy-based, and will fit well with the other selected evidence based practices.

Cognitive Behavioral Therapy for Psychosis, Moral Reconciliation Therapy, and Seeking Safety have been found to be effective in low-income and minority populations, and additionally, have already been culturally modified successfully. These practices are effective with adult populations, can be administered in group or individual settings, and are applicable to criminal justice, apparently a good match with our proposed mental health population.

As is currently the practice in all San Luis Obispo County BHD programs, assessments and services will be offered in Spanish for those Spanish-speaking clients with limited English proficiency. Staff of the treatment provider agency includes former offenders

and former consumers in recovery, as well as commensurate levels of Hispanic staff representation.

Lastly, the program itself has been designed to meet the individualized needs of co-occurring disorder clients through treatment planning that is appropriate for each consumer, which, in addition to other characteristics, is sensitive to all aspects of culture and all specialized needs. Enhanced treatment services available in this project are focusing on behavioral health services that are consumer centered, recovery oriented, evidence-based, quality driven, and trauma informed.

Identification of specific outcomes and performance measures--the effectiveness of the strategies supported by the grant in reducing crime, incarceration, and criminal justice costs of mentally ill offenders: For this grant proposal, we are looking specifically for increased medication compliance, decreased legal problems, reduction in recidivism, reduced substance abuse, increased jail alternatives, and community treatment continuity.

Some data elements that will be collected by San Luis Obispo County Behavioral Health Department and reported to the BSCC for this grant include, but are not limited to: number of program participants served; number of participants referred; number of offenders screened and assessed; number of program participants with formal psychological or psychiatric evaluations; number of service hours completed; average length of stay in the program; number of days from referral to first program services; number of program participants who offend or re-offend; number of program participants charged with a formal violation; and number of participants who are homeless. Some of this data will be broken out by gender, age, and race/ethnicity. In addition, a number of 'quality of life' outcomes will be gathered through the use of the Adult Needs and Services Assessment (ANSA).

The local evaluation plan will consist of both process evaluation and outcome evaluation. Quarterly reports will be submitted no later than 30 days following the end of each quarter by the Project Director with assistance by the in-kind Project Evaluator. Performance measures will also be related to Output, Process and Outcome variables.

Output variables will include demographic descriptors, numbers of assessments and admissions, numbers of encounters, and types of services provided. Process variables will include factors associated with successful actions on the part of the Strategy Committee, successful screening, case management, rates of successful referrals, successful re-entry, and changes made to address disparities in access, service use, and outcomes. Other process variables may include Client Satisfaction Surveys and Focus Groups of project participants. Outcome variables will include rates of program retention, drug testing results, program compliance, duration of treatment, program drop-out rates, rates of reported reduction of alcohol or drug use, medication compliance, rates of enrollment for Medicaid and other benefit programs, and recidivism rates.

Specific San Luis Obispo County outcomes and performance measures:

Goal 1. (Participant Level): To help San Luis Obispo participants establish a wellness and recovery oriented lifestyle, to improve the quality of their lives with medication compliance (as applicable) and treatment, and to reduce episodes of criminality and acute behavioral health services.

Objective 1.1: Program participants will exhibit a reduction in drug use as measured by self-reported drug use and drug testing during program participation (as appropriate).

Objective 1.2: 100% of program participants will become stabilized on medications, thus showing positive changes during treatment in the domain of psychiatric symptoms as measured by the ANSA instrument at admission and discharge.

Objective 1.3: Program participants will show positive changes during treatment in the domain of legal problems as measured by the ANSA at admission and at discharge.

Objective 1.4: Pre-Trial risk screening is designed to enable informed decisions about releasing arrested defendants without jeopardizing public safety. In addition, initiation and engagement are predictors of successful long-term outcomes regardless of completion status. BHD will conduct 90% of pre-trial screenings upon referral. BHD will initiate 90% of services within 7 days and 70% of admissions will have at least two treatment contacts within 14 days of admission.

Goal 2. (Program Level): To increase the capacity in San Luis Obispo for evidence based mental health treatment programs, practices, and strategies to 60 individuals per year.

Objective 2.1: San Luis Obispo County will implement CBTp within the County Jail and 90% of program participants in the Mental Health Unit 200 will participate within four months of the award of the funding.

Objective 2.2: Criminogenic factors are important to address in order to prevent recidivism, so Moral Reconciliation Therapy will be implemented within six months to 90% of the program participants.

Objective 2.3: Trauma focused treatment will be available to project participants (using Seeking Safety) and 90% of program participants will participate by the end of Year 1.

Objective 2.4: Convene the Strategy Committee and sub-Committee within one month of award of the funding to review the timeline, to provide direction on implementation and to monitor the progress.

Goals 3 (System Level): To emphasize measurable outcomes and ensure services and resources are effective in promoting rehabilitation and reducing recidivism.

Objective 3.1: Reduce the convictions of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction for project participants as compared to prior year's baseline.

Objective 3.2: Reduction of the number of days that mentally ill offenders are incarcerated in San Luis Obispo County Jail as measured to the prior year's baseline. Data gathered on a quarterly basis.

Objective 3.3: A long-term sustainability plan for the program will be developed and implemented by the beginning of Project Year 3.

## **SECTION V: COLLABORATION**

Interagency collaboration: The complex presentation of modern offenders requires corrections professionals to take a multi-disciplinary approach to the management of the caseload and to work collaboratively with professionals from other disciplines. Collaboration is critical to success of those charged with maintaining community safety and rehabilitating offenders (Center for Effective Public Policy, 2005). Public safety focuses on the reduction of risk, while public health focuses on reduction of need. Neither is wrong and both must be balanced and reconciled within the hybrid model of effective correctional treatment. San Luis Obispo County has a long history of effective collaboration with regards to criminal justice programs.

Coordinated planning process under the local Strategy Committee. San Luis Obispo County is the perfect size to demonstrate impactful outcomes because of its small size and demonstrated systemic collaboration. Our powerful and intact collaborative relationships, see Section XI and Attachment B, make success inevitable with this crime reduction grant for mentally ill offenders. The local Strategy Committee is integrated with the local Community Corrections Partnership and the partners are generally the same, including the required minimum representation: the sheriff, representatives from other local law enforcement agencies, the chief probation officer, the county mental health director, a superior court judge or the administrator, a former offender who is or has been a client of a mental health treatment facility (or NAMI representation), and representatives from organizations that can provide or have provided treatment or stabilization services for mentally ill offenders, including treatment, housing, income, or job support and caretaking. On our local Strategy Committee we have representatives from Victim Witness, Drug and Alcohol Services, County Department of Social Services, Public Health Department, County Office of Education, and Community Action Partnership of San Luis Obispo. Generally high level management and executives attend the local Strategy Committee/Community Corrections Partnership, so that an Ad Hoc Oversight sub-Committee has been formed of the mid-management staff of the primary agencies working within the criminal justice system. It is the Ad Hoc Oversight sub-Committee that will be the 'worker bees' of this project ensuring the successful implementation and outcomes are achieved. The Ad Hoc Oversight sub-Committee reports directly to the Strategy Committee.

Dates and times of the Strategy Committee meetings and includes key decisions made: The Ad Hoc Oversight sub-Committee met on March 5, 2015 from 9:00 am - 11:30 am to consider federal and state criminal justice grants available, to discuss each one, and to prioritize and coordinate the grant writing efforts. See the discussion notes in Section XI. A thoughtful review of the current criminal justice system gaps was held pursuant to this BSCC application. It was decided to take a three pronged approach and target the existing gaps in the system for mentally ill offenders. The second Ad Hoc Oversight sub-Committee met on March 11, 2015 from 3:00 - 5:00 pm. This was a regularly scheduled meeting to review data collection and performance measures which was on

the agenda. This agenda was pertinent to this BSCC project application to determine that the data elements are able to be collected by the partner entities. A review of the grant applications and the needs to be provided by each entity was further discussed. Lastly, on March 16, 2015 from 3:00 - 5:00 pm the Strategy Committee/Community Corrections Partnership meeting was held and the project specifics were discussed. The Strategy Committee approved, through consensus, to pursue the grant opportunities. See the agenda, the minutes, and the sign-in sheet for the Strategy Committee/Community Corrections Partnership for March 16 in Attachment B.

Ongoing Strategy Committee activities: Collaborative team building is a very important developmental process and occurs over time, it is not a one-time event. San Luis Obispo County is a small sized County with very good and well-established collaborative working relationships. Team building will continue to take place in scheduled trainings (such as from Technical Assistance offered by BSCC) or in ongoing planning discussions regarding client and criminal justice system needs. The line staff team members will regularly meet with the Clinical Supervisor to provide communication 'up the chain' and then the Clinical Supervisor will ensure that the Project Director is well-informed of all potential barriers, gaps, and areas of opportunities to further enhance or expand services.

Project Oversight: The Strategy Committee will monitor program progress and serve as a forum for stakeholder problem-solving, information sharing, and education. The Strategy Committee will meet once a month during the first phase of start-up for six months after the award of funding, quarterly during the rest of the first year, and quarterly in Years 2, 3, and 4 to accomplish the goals and objectives of the project. See Section VI regarding applicant's involvement in other collaborative efforts for treatment for mentally ill offenders.

Each Strategy Committee entity's role in the 4-year project and beyond. All entities of the Strategy Committee has agreed to the following:

1. To attend Strategy Committee/Community Corrections Partnership meetings on a monthly and then quarterly basis as scheduled to participate in problem-solving,

training, review, evaluation of outcomes and performance, and policy decision making concerning the project.

2. To send a mid-management level staff person to the Ad Hoc Oversight sub-Committee, as scheduled, to participate in implementation, development, problem-solving, and data collection, review, and evaluation. To make suggestions on any budget adjustments.

3. To participate in sustainability planning, including assessing each project component, review of funding opportunities, writing grants, and other methods to secure continued funding.

4. To facilitate or to conduct services to 60 (sixty) clients in Year 1, 2, 3, and 4.

## **SECTION VI: PROBABILITY OF SUCCESS**

San Luis Obispo County Behavioral Health Department, the designated implementing agency in this project, is a Department within the Health Agency, a County government entity, and a certified treatment provider for outpatient behavioral health treatment services in the State of California. The Department has provided developmentally based, culturally competent services to individuals of all ages as well as specialized family-based treatment services for over thirty-five years. In addition to outpatient treatment services, the Behavioral Health Department maintains a continuum of care for the SLO community ranging from prevention activities to public policy education and advocacy for local decision-makers. Training in family dynamics, gender specific needs and cultural awareness, strength-based practices, motivational interviewing, stages of change, and trauma-informed care has been ongoing and the Department is committed to continue to train staff in Evidence Based Practices for serving mentally ill offenders.

As the lead agency in several Drug Courts, AB109, Criminal Justice initiatives, the BHD coordinates with a number of agencies who have impacts on this project's participants. Key organizations who have partnered with the Behavioral Health Department in existing programs include the Superior Court of San Luis Obispo, SLO County Department of Social Services, Probation Department, County Counsel, Public Defenders' Office, and the Sheriff's Office/Jail, and community-based mental health providers such as Transitions Mental Health Association and Community Action Partnership of SLO. The Behavioral Health Department has been awarded and successfully completed several Bureau of Justice Assistance and SAMHSA federal

criminal justice grants in the Adult Drug Court, Family Treatment Court, Children Affected by Methamphetamine, Adult Treatment Court Collaborative, and the Behavioral Health Treatment Court Collaborative. In the past, we have also been awarded competitive State grants under JAG and RSAT funding. We have demonstrated and documented high performing collaborative processes within our County in an efficient and effective manner. As evidenced by our successful outcomes since implementing the Dependency Drug Court in 2005, and the Drug Court Enhancement for Individuals with Co-occurring Disorders funded by the Bureau of Justice Assistance in 2008, San Luis Obispo County is the perfect size to demonstrate impactful outcomes because of its small size. Our powerful and intact collaborative relationships make success inevitable with this crime reduction grant.

The Behavioral Health Department has also been the lead agency in implementing many local county criminal justice programs for AB109, Proposition 36, and Prop 47. With leadership of the Behavioral Health Department, all key stakeholders were mobilized to respond to the service implementation, and through collaborative partnerships have been providing effective treatment services to over a thousand non-violent offenders referred by the courts each year and providing consistent in-custody behavioral health psychiatric services. SLO County has established a viable and effective forensic system of care within a multi-agency cooperative environment that has been sustained even up to fifteen years after the ending of various grant funding cycles.

The proposed Project Director, Dr. Star Graber, will provide general administrative oversight and project guidance, managing all proposed staff. This position also acts as liaison between other key stakeholder agencies (Probation, Courts, Jail) as well as liaison to BSCC. This position is the Division Manager in the Forensics, Integrated Care and Drug and Alcohol Services Divisions of the BHD. The Project Director has a Master's degree in Counseling from California Polytechnic State University and a PhD from California Coast University in Psychology. With over twenty-eight years' experience at BHD, she has been the Project Director on many State and Federal grants as noted above. The Project Director is working at .05FTE as in-kind towards this project.

Irma Perez: Coordinates the monitoring of project goals and objectives and oversees implementation of data gathering and analysis that leads to outcome accountability. She provides feedback to Project Director in an ongoing process to keep project procedures and activities aligned with outcomes. This position functions in a management position and also requires graduate level education in program management and evaluation as well as experience in complex operational evaluation and administration. Ms. Perez has a MBA with an emphasis in Operational Leadership and a BA degree in Business Administration. She has previously been employed with the Los Angeles Police Department and the San Luis Obispo County Department of Social Services. Ms. Perez will provide 10FTE in-kind services towards this project in data collection and evaluation services.

Generally our performance has met or exceeded the average intake rate and the 80% follow-up rate required by Federal grants. Our achievements with grant deliverables, outcomes and performance measures are outstanding.

## **SECTION VII: EVALUATION**

Plans for Data Collection and Management: SLO County Behavioral Health and stakeholder data collection and management of participants will take place in two separate but connected systems. Behavioral Health uses an electronic health record (EHR) developed for the County by Anasazi/Cerner. This system is consistent with co-occurring disorder treatment and links both substance abuse and mental health records including billing, client management and outcome data. It will provide the basis for data collection and management. Behavioral Health, County Probation/County Sheriff and the Superior Court also benefit from a highly robust shared data management system. The Criminal Justice Information System (CJIS) tracks all levels of criminal justice data needed by the Court, Probation, the District Attorney, and the Sheriff/Jail. Behavioral Health has access to court and probation data as well as some (but not all) criminal justice data, as it relates to program participants. All court actions (including arrests, conviction, jail days) pertaining to program participants are documented and tracked through the CJIS system, providing BHD with information on potential participants, status of current participants, and outcomes of both court actions and treatment.

Tracking and Reporting Results for Participants: Using the EHR, staff such as case managers and therapists collect intake information that gives a profile of the participants and their needs. Within 30 days the Mental Health Therapist completes additional assessments, such as the Adult Mental Health Assessment (includes ANSA), drug history, DSM-IV diagnosis, health status, HIV/TB information, authorization to exchange information, and the American Society for Addiction Medicine (ASAM) Criteria. Together these instruments provide documentation of the demographic characteristics including individual strengths, educational and employment status, medical and mental health needs, and drug and alcohol history. Every contact with the participant, by any staff of any agency or program providing intervention services through the project is recorded on rosters. Attendance and non-attendance is entered into the EHR.

The EHR has built-in reports that return information about services provided to participants on demand. It allows staff to immediately understand what are the full range of services the participant has received, and to relate these to outcome data. Since this is a combined electronic health record system within the Behavioral Health Department, information related to drug and alcohol use as well as medication compliance and treatment services will be available to all staff working on this project. Each participant will have a single client chart to quickly identify both drug and alcohol and mental health concerns (such as hospitalizations at our Psychiatric Health Facility and services conducted at the County Jail). Treatment then can be immediately intensified to meet the needs of the individual participant and to protect the public safety.

## **SECTION VIII: SUSTAINABILITY**

Resources to permanently support continuation of activities will be developed during the second and third years of the project period by the Strategy Committee and the Ad Hoc Oversight sub-Committee. The sustainability planning process includes a review of each component of the current project: 1) pre-trial courtroom screening of mentally ill offenders, 2) clinical treatment services at the County Jail providing evidence based programs, and 3) capacity to provide walk-in medication and screening appointments upon release of custody or pre-trial. Each of the three components will be evaluated on a regular basis with regards to effectiveness and performance. The Strategy Committee and sub-Committee will review the performance, evaluate the effectiveness and

ultimately prioritize the sustainability of each component. The second step of the sustainability planning process includes a review of all potential funding sources available at the end of the project period. The third step of the sustainability planning process includes negotiations with the future funders of the project, including marketing efforts, and information dissemination. The marketing and information sharing about the project will occur during the whole project period, not waiting until the end of the funding cycle.

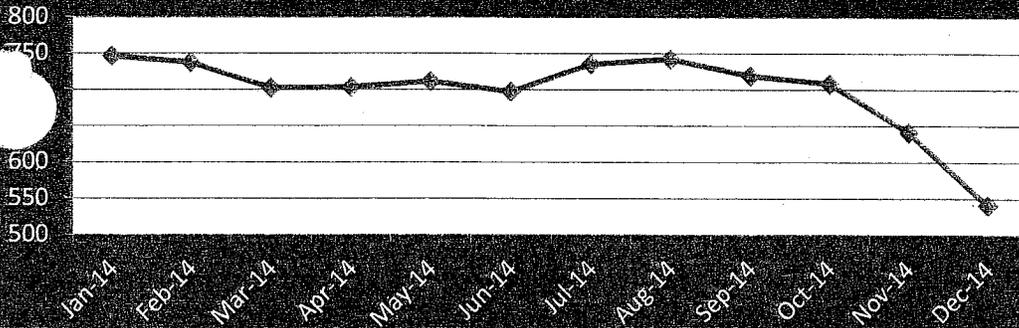
For example, regular reports to the Behavioral Health Board, the Community Corrections Partnership, MHSAs Advisory Committee, and the County Board of Supervisors will occur on a regular basis, but not less than annually.

Although funding sources could change in the next few years, some of the funding options at this time are included. For component number one (pre-trial assessment) future funding could include medi-cal coverage for individual mental health screenings or future applications for various grants concerning expansion of effective court processes (Judicial Council of California). For component number two (in-custody treatment) future funding could include re-direction of AB109 funding from the community based treatment services, which could be covered through medi-cal, towards in-custody treatment. For component number three (walk-in medication screenings), this is already anticipated to be medi-cal reimbursed. Initially funded by BSCC grant funding, the system of medi-cal service provision, documentation, and billing should become more and more effective, so that by year three the component could mostly be sustained through medi-cal. Other funding options include re-investment to the project of cost savings from criminal justice programs that are presently supported by local General Fund dollars. It is anticipated that increased collaboration, stronger linkages, and better offender outcomes will contribute to overall cost savings that can also help sustain project activities.

See Board of Supervisors' Resolution and Staff Report, in Attachment B. This item is scheduled for the San Luis Obispo County Board of Supervisor meeting on Tuesday April 14, 2015.

# Attachment A

## 2014 Average Daily Population in SLO County Jail

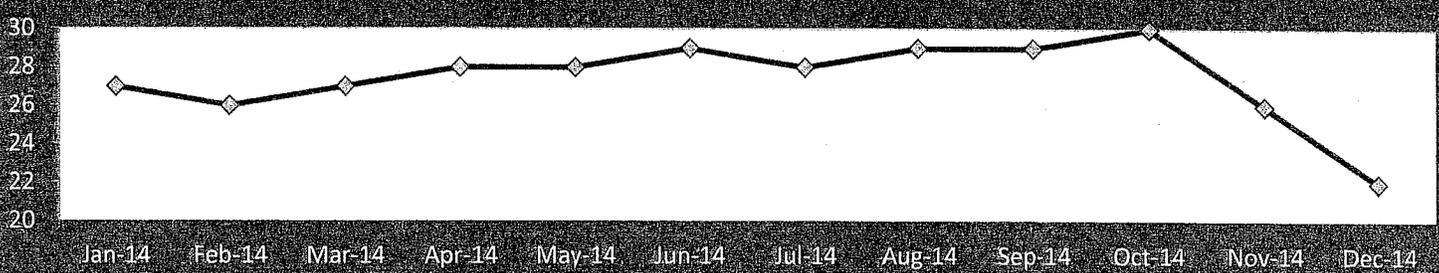


Average Daily Population

July 2013 to June 2014 Average Daily Population at the jail = 712

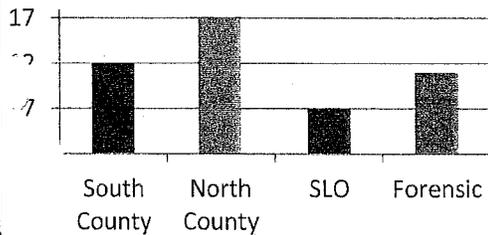
July 2014 to February 2015 Average Daily Population at the jail = 650

## 2014 Average Monthly Population in Unit 200



Average Monthly Population

## Average Psychiatric Wait Time FY 2013-2014



San Luis Obispo County Behavioral Health Jail Counseling Program

## SLO County Jail death is fifth in 15 months

Inmate who 'wasn't showing any signs of distress' is found unconscious in cell

Telegram Tribune Newspaper, March 25<sup>th</sup>, 2015

### Top 3 Primary Diagnoses at Unit 200

- 1) Schizophrenia CPT
- 2) Schizoaffective Disorder
- 3) Psychosis NOS and Adjustment Disorder

## Suicide Data from Jail

FY 2013-14:

Annual Suicide Attempts = 8  
Annual Safety Cell Placement = 121  
Annual Suicide Deaths = 0

FY 2014-15:

Annual Suicide Attempts = 7  
Annual Safety Cell Placements = 46  
Annual Suicide Deaths = 0

## Monthly Statistics - 2014, 2015

County Code 40	Total Contacts	On Meds	Un-Duplicated Inmates	Requests for Services	1370 Admit to PHF	Quarter Undup Inmate Totals	Quarter 1370 Totals
January	595	426	579	756	2		
February	578	279	478	567	2		
March	590	312	466	557	2	1623	6
April	652	401	622	707	3		
May	583	454	631	624	1		
June	705	453	593	651	2	1845	6
July	600	412	650	803	3		
August	573	494	639	870	1		
September	600	446	628	692	2	1917	6
October	590	418	575	902	3		
November	584	443	557	818	5		
December	501	382	476	472	1	1608	9
January	472	351	492	472	1		
February	530	224	471	525	3		
<b>TOTALS</b>	<b>3960</b>	<b>3080</b>	<b>4498</b>	<b>5554</b>	<b>19</b>	<b>3525</b>	<b>15</b>

## Demographic Breakdown by Sex and Race

	COD CJ Treatment Services***	SLO County Treatment Services***	California Treatment Services*	SLO County**	California**
Females	51.3%	46.6%	37%	49%	50%
Males	48.7%	53.4%	63%	51%	50%
White	83.4%	74.4%	51%	89%	74%
Black or African American	4.0%	2.5%	15%	2%	7%
American Indian and Alaska Native	2.5%	1.5%	2%	1%	2%
Asian	0.5%	1.4%	2%	4%	14%
Native Hawaiian and Other Pacific Islander	0%	0.1%	0.3%	0%	1%
Two or More Races	1.0%	2.9%	5%	3%	4%
Hispanic or Latino	8.6%	17.2%	35%	22%	38%

\*CalOMS 2012-13 FY Data

\*\* Census, 2014

\*\*\* Actual: BHEHR, FY 2013-14 Data

## Pre-Trial Services



■ Sentenced  
■ Unsented

### Citations:

- Center for Court Innovation (2014). "Evidence-Based Strategies for Working with Offenders."  
Corniac I, Jones C, Campbell C, Silveira DMNJ. Cognitive behaviour therapy for schizophrenia. The Cochrane Database of Systematic Reviews 2002, Issue 1. Art. No.: CD000524. DOI: 10.1002/14651858.CD000524.
- Ferguson, L.M. & Wormith, J.S. (2012). "A Meta-Analysis of Moral Reconciliation Therapy." International Journal of Offender Therapy and Comparative Criminology.
- Kingdon, David G.; Turkington, Douglas. Cognitive-behavioral therapy of schizophrenia. New York, NY, US: Guilford Press. (1994). xii 212 pp.
- Laura & John Arnold Foundation. (2014). "Pre-Trial Criminal Justice Research." [www.arnoldfoundation.org](http://www.arnoldfoundation.org).
- National Institute of Corrections (2014). "Dosage Probation: Rethinking the Structure of Probation Sentences."
- Pierce-Danford, K. & Guervara, M. (2013). "Creating an Effective Pre-Trial Program: A Toolkit for Practitioners." Crime and Justice Institute.
- Sensky, T., Turkington, D., Kingdon, D., & Scott, J. A Randomized Controlled Trial of Cognitive-Behavioral Therapy for Persistent Symptoms in Schizophrenia Resistant to Medication. JAMA Psychiatry. February 1, 2000, Vol 57, No.2.
- Smith, L., Nathan, P., Juniper, U., Kinsep, P., & Lim, L. (2003) Cognitive Behavioural Therapy for Psychotic Symptoms: A Therapist's Manual. Perth, Australia: Centre for Clinical Interventions

Please verify total grant funds requested and total match amounts  
as columns and rows do not auto-calculate.

### 3-YEAR GRANT BUDGET TABLE

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$674,226	\$192,415	\$343,970	\$1,210,611
2. Services and Supplies	\$15,660	\$0	\$0	\$15,660
3. Professional Services	\$132,252	\$0	\$0	\$132,252
4. Community-Based Organization (CBO) Contracts	\$0	\$0	\$0	\$0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$67,423	\$0	\$53,638	\$121,061
6. Fixed Assets / Equipment	\$5,250	\$0	\$0	\$5,250
7. Data Collection / Enhancement	\$0	\$0	\$15,970	\$15,970
8. Program Evaluation	\$0	\$0	\$15,970	\$15,970
9. Sustainability Planning	\$0	\$0	\$26,333	\$26,333
10. Other (include travel costs)	\$55,189	\$0	\$6,000	\$61,189
<b>TOTAL</b>	<b>\$950,000</b>	<b>\$192,415</b>	<b>\$461,881</b>	<b>\$1,604,296</b>

**REQUESTED 3-YEAR GRANT TOTAL EXCEEDS THE "TARGETED CAP" OF \$950,000**   
Provide a brief justification (4-5 sentences) for exceeding the targeted cap / funding request  
guideline.

N/A

Complete the following table, **using whole numbers**, for the grant funds anticipated to be expended during the first year of the grant (July 1, 2015 to June 30, 2016).

Please verify total grant funds requested and total match amounts as columns and rows do not auto-calculate.

**YEAR 1 GRANT BUDGET TABLE**

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$238,593	\$36,625	\$114,657	\$389,875
2. Services and Supplies	\$5,280	\$0	\$0	\$5,280
3. Professional Services	\$41,760	\$0	\$0	\$41,760
4. Community-Based Organization (CBO) Contracts	\$0	\$0	\$0	\$0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$23,859	\$0	\$15,128	\$38,987
6. Fixed Assets / Equipment	\$5,250	\$0	\$0	\$5,250
7. Data Collection / Enhancement	\$0	\$0	\$5,323	\$5,323
8. Program Evaluation	\$0	\$0	\$5,323	\$5,323
9. Sustainability Planning	\$0	\$0	\$8,778	\$8,778
10. Other (include travel costs)	\$22,088	\$0	\$2,000	\$24,088
<b>TOTAL</b>	<b>\$336,830</b>	<b>\$36,625</b>	<b>\$151,209</b>	<b>\$524,664</b>

**B. BUDGET TABLE LINE ITEM DETAILS:**

The proposal must provide sufficient detail in each category below regarding how state grant and match funds will be expended to implement and operate the proposed project as identified in the Year 1 Grant Budget Table (above). The proposal must provide justification that the amount of grant funds requested is reasonable and appropriate given the proposed project's design and scope, and describes other funding streams that may be used to support the proposed project. The proposal must name the sources to be applied as matching funds and describe how these sources of match will be utilized for the success of the proposed project. In addition, an outline of Year 2 and Year 3 proposed budget spending must be provided. If a budget line item and/or match category is not applicable for the proposed project, complete with N/A.

**1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)**

Requested Grant Funds Year 1: \$ 238,593

Matching Funds Year 1: \$ 151,282

Narrative: 1) A 1.0 FTE Mental Health Therapist II will conduct treatment services for clients in-custody at the Jail.



**3. PROFESSIONAL SERVICES: (e.g., consultative services - include name of consultants or providers)**

Requested Grant Funds Year 1: \$ 41,760

Matching Funds Year 1: \$ 0

Narrative: 1) Residential Treatment referrals to various facilities is estimated at approximately 4 client referrals per month at the average bed day rate of \$29 per day. The County currently has a Board approved contract with eight Sober Living Facilities that may be utilized under this grant program:

Captive Hearts, Casa Solana, Coastal Recovery, Gatehelp Inc., House of Serenity, Middle House, Restoration House and Bryan's House.

Match Source(s): N/A

Outline of Year 2 and Year 3 Line Item Proposed Budget Expenditures: A slight increase in referrals is anticipated in years 2 and 3 with \$90,492 of grant funding budgeted between years 2 and 3.

**4. COMMUNITY-BASED ORGANIZATION CONTRACTS (e.g., detail of services - provide name of CBO)**

Requested Grant Funds Year 1: \$ 0

Matching Funds Year 1: \$ 0

Narrative: N/A

Match Source(s): N/A

Outline of Year 2 and Year 3 Line Item Proposed Budget Expenditures: N/A

**5. INDIRECT COSTS / ADMINISTRATIVE OVERHEAD: Indicate percentage and methodology for calculation. In the "Grant Funds" column of the previous table, this total may not exceed 10% of the total funds requested. In the "Match Funds" column of the previous table, agencies may expend up to their Indirect Cost Rate (over and above 10%) for match funds supported by state or local dollars.**

Requested Grant Funds Year 1: \$ 23,859

Matching Funds Year 1: \$ 15,128

Narrative: 1) Indirect costs are calculated at 10% of requested Salaries and Benefits. Indirect costs include the cost of various supportive services including Information Technology, Human Resource, Accounts Payable, Facility and Grounds, and Administrative Departments. The County is requesting an indirect rate of 10%, which is considerably lower than the County's actual calculation of indirect costs for SLO County Behavioral Health Department.

Match Source(s): Behavioral Health Departmental revenue will be applied as in-kind match to cover the indirect costs associated with the Psychiatric Technician, Psychiatrist, and MH Therapist.

Outline of Year 2 and Year 3 Line Item Proposed Budget Expenditures: Indirect costs will increase proportionately with the annual increase of 5% in Salaries and Benefits. Behavioral



Outline of Year 2 and Year 3 Line Item Proposed Budget Expenditures: It is anticipated the Administrative Services Officer will continue to provide Program Evaluation at the same level of effort in years 2 and 3. Behavioral Health Departmental revenue will continue as an in-kind match source.

## 9. SUSTAINABILITY PLANNING

Requested Grant Funds Year 1: \$ 0 Matching Funds Year 1: \$ 8,778

Narrative: Project Director Star Graber will provide general administrative oversight and project guidance, managing all proposed staff. This position also acts as liaison between other key stakeholder agencies (Probation, Courts, Jail) as well as liaison to BSCC. This position is the Division Manager in the Forensics, Integrated Care and Drug and Alcohol Services Divisions of the BHD. The Project Director will also ensure the sustainability of the program in the fourth year.

Match Source(s): In-kind/Behavioral Health Departmental revenue

Outline of Year 2 and Year 3 Line Item Proposed Budget Expenditures: The Project Director will continue to provide Oversight and Sustainability Planning at the same level of effort in years 2 and 3. Behavioral Health Departmental revenue will continue as an in-kind match source.

## 10. OTHER (e.g., travel expenses)

Requested Grant Funds Year 1: \$ 22,088 Matching Funds Year 1: \$ 2,000

Narrative: 1) SLO County Behavioral Health will send a minimum of two staff including the Project Director to the required grantee orientation. Travel to attend training activities are set at accepted county travel reimbursement rates. Total travel costs to attend the required grantee orientation for two are estimated at \$1,591.

2-3) SLO County Behavioral Health will send a minimum of two staff to a three day Cognitive-Behavioral Therapy training. Travel to attend training activities are set at accepted county travel reimbursement rates. Travel costs for two are estimated at \$2,332 and registration costs are estimated at \$600 per participant, for total estimated travel costs of \$3,532.

4) Local travel to attend meetings and project activities is set at the accepted county mileage reimbursement rate. It is estimated local travel will be required at 30 miles per week for 52 weeks at the County mileage rate of \$0.575. Total mileage reimbursement costs are estimated to be \$897.

5) Three new cell phones will be required under the program at an annual estimated cost of \$1,668 (3 cell phones at \$38.01/mth plus \$300 per new cell phone). Cell phones are necessary

for the Mental Health Therapists while mobile and offsite. The monthly cell phone costs are based on a set monthly rate with the County's current cell phone provider.

6) New leased space estimated at \$1,200/mth will be required for the Psychiatrist and Licensed Psychiatric Technician for permanent stationing to provide treatment under the grant program and for the Mental Health Therapists as needed.

7) Space rent for the Mental Health Therapists to provide treatment services for clients in custody at the jail is estimated at \$2,000/yr. Space rent at the jail will be provided as in-kind match.

Match Source(s): In-kind County Jail revenue

Outline of Year 2 and Year 3 Line Item Proposed Budget Expenditures: No training or associated travel costs are anticipated in years 2 and 3. Local travel, monthly cell phone costs, and monthly leased space costs are anticipated to remain fixed through years 2 and 3.

**Funding Streams Utilized by the County / County Collaborative**

Provide ten (10) funding streams and/or revenues available to the applicant that may be utilized for investing in or leveraging dollars for maximum benefit to the proposed project and 4-year strategic plan.

Medi-Cal Revenue  
AB109 Realignment Funds  
San Luis Obispo Superior Court Revenue  
Probation Department Revenue  
County Sheriff Revenue

Mental Health Services Act Revenue  
SAPT Revenue  
2011 Realignment Revenue  
1991 Realignment Revenue  
General Fund Support

## SECTION X: PROPOSED TIMELINE

Provide a timeline for the major activities to be accomplished or obstacles to be cleared in order to achieve the 3-year funded project (e.g., recruiting, selecting staff and/or contracting with an expert consultant or provider, analyzing data, conducting training sessions, development of project evaluation, determining sustainability plan/funding, etc.). Detail critical implementation activities occurring in Year 1 of the project.

Activity	Timeframe
YEAR 1: Strategy Committee. Announcement of the Award	July 1 - August 1, 2015
Acceptance paperwork, contract, and Board of Supervisor's approval for the BSCC award	July 1 - Sept 1, 2015
Recruit, hire and/or transfer staff for the project	July 1 - Sept 1, 2015
Educate community about the project	July 1 - Sept 1, 2015
Build on existing linkages and new partnerships to implement services and develop processes	August 1, 2015 - ongoing
Identify & develop modifications for the clinical evidence based programs: CBTp, MRT, and Seeking Safety	August 1 - Sept 30, 2015
Procure curriculums, Workbooks, and participate in trainings from BSCC, and the providers of the EBPs	August 1 - Sept 30, 2015
Establish team building and develop policies and procedures	Sept 1 - Oct 1, 2015
Recruit, screen, assess and accept 60 new clients into project	Sept 15, 2015 - ongoing 1 <sup>st</sup> year
Monitor and resolve any clinical issues, gaps, and barriers to implementation	Sept 15, 2015 - ongoing
Establish baseline data for FY2014-15 for comparison purposes and review data elements and data collection procedures with all parties	Oct 1 - Dec 31, 2015

Conduct Evaluation for the first year and provide quarterly reports to BSCC	Oct 30, 2015 - ongoing
YEAR 2: Continue to educate community	July 1, 2016 - ongoing
Continue to build linkages	July 1, 2016 - ongoing
Intake 60 new clients and provide services for the second year	July 1, 2016 - ongoing
Conduct Evaluation for second year and provide quarterly reports to BSCC	July 1, 2016 - ongoing
Sustainability Plan developed, written, and implemented	January 1, 2017 - ongoing
YEAR 3: Continue to educate community	July 1, 2017 - ongoing
Continue to build linkages	July 1, 2017 - ongoing
Intake 60 new clients and provide services	July 1, 2017 - ongoing
Begin to recruit program graduates as alumni and mentors to provide peer support to others	July 1, 2017 - ongoing
Conduct Evaluation of third year and provide quarterly reports to BSCC	July 1, 2017 - ongoing
Transition to alternative funding sources	July 1, 2017 - ongoing
Continue to recruit program graduates as alumni and mentors	July 1, 2017 - ongoing
YEAR 4: Continue to educate community	July 1, 2018 - ongoing
Continue to build linkages	July 1, 2018 - ongoing
Intake 60 new clients and provide services	July 1, 2018 - ongoing
Sustainability Plan finalized and implemented	July 1, 2018 - ongoing
Conduct Evaluation of fourth year and provide quarterly reports to BSCC	July 1, 2018 - ongoing

reports to BSCC	
Transition to alternative funding sources as appropriate	July 1, 2018 - ongoing
Close Out activities, final report provided to BSCC	January 1 - June 30, 2019

## SECTION XI: STRATEGY COMMITTEE'S COLLABORATIVE EFFORTS

*\*This section will be included in the scoring of the "Collaboration" rating factor.*

**A. STRATEGY COMMITTEE MEMBERSHIP:** Provide the name, title, and agency or organization for each Strategy Committee Member. Please refer to page two (2) of this RFP for the Legislation which provides necessary individuals, disciplines, and local stakeholders.

Name: James Salio	Title: Chief Probation Officer
Agency/Organization: San Luis Obispo (SLO) County Probation Department	
Name: Ian Parkinson	Title: Sheriff
Agency/Organization: San Luis Obispo County Sheriff Department	
Name: Susan Matherly	Title: Court Administrator
Agency/Organization: San Luis Obispo Superior Court	
Name: Geoff O'Quest	Title: Administrative Analyst
Agency/Organization: SLO Co. Administrative Office	
Name: Dan Dow/Linda Dunn	Title: District Attorney
Agency/Organization: SLO Co. District Attorney Office	
Name: Jeff Hamm	Title: Health Agency Director
Agency/Organization: SLO Co. Health Agency	
Name: Robert Reyes	Title: Deputy Chief Probation Officer
Agency/Organization: SLO Co. Probation Department	
Name: Patricia Ashbaugh	Title: Public Defender
Agency/Organization: Public Defender's Office for SLO	
Name: Robert Burton	Title: Police Chief
Agency/Organization: Paso Robles Police Department	
Name: Anne Robin	Title: Behavioral Health Administrator
Agency/Organization: Behavioral Health Department	
Name: Star Graber	Title: Division Manager
Agency/Organization: Forensics, Integrated Care, and Drug and Alcohol Services	
Name: Ian Fenwick	Title: Consumer
Agency/Organization: National Alliance of the Mentally Ill (NAMI)	
Name: Michelle Shoresman	Title: Division Manager
Agency/Organization: SLO Co. Public Health Department	
Name: Grace McIntosh	Title: Assistant Director
Agency/Organization: Community Action Partnership of SLO	

A

ATTACHMENT: County of San Luis Obispo Behavioral Health Department

**MENTALLY ILL OFFENDER CRIME REDUCTION GRANT  
STRATEGY COMMITTEE MEMBERSHIP/PARTICIPATION**

NAME	TITLE	AGENCY/ORGANIZATION
Ian Parkinson	Sheriff	Sheriff's Office*
Michelle Anne Cole	Correctional Captain	Sheriff's Office*
Kelly Kenitz	In-Custody Services	Sheriff's Office
Robert Burton	Police Chief	Paso Robles Police Chief*
Jim Salio	Chief Probation Officer	Probation Department*
Robert Reyes	Deputy Chief Probation Offr	Probation Department
Amy Gilman	Program Manager	Probation Department
Wendy White	Financial Officer	Probation Department
Virginia Collie	Administrative Asst.	Probation Department
Kevin Drabinski	Legislative Aide	State Assembly
Michelle Shoresman	Division Manager	Public Health Department
Linda Dunn	Deputy District Attorney	District Attorney Office
Patricia Ashbaugh	Public Defender	Public Defender's Office
Susan Matherly	Executive Officer, representing Presiding Judge	Superior Courts*
Anne Robin, LMFT	Behavioral Health Administr Mental Health Director	Behavioral Health Dept*
Star Graber, PhD, LMFT	Division Manager	Behavioral Health Dept/Drug & Alcohol Services*
Judy Vick, LMFT	Division Manaer	Behavioral Health Dept/Mental Health Adults*
Teresa Pemberton, LMFT	Program Supervisor	Forensic Mental Health*
Katie Grainger	Administrative Services Officer I	Behavioral Health Dept
Clark Guest, LAADAC	Program Supervisor	Drug and Alcohol Services*
Dan Dow	District Attorney	District Attorney Office
Geoff O'Quest	County Administrative Office	Criminal Justice Analyst
Leslie Brown	County Administrative Office	Health Agency Analyst
Jeff Hamm	Health Agency Director	Health Agency
Debra Vallely	DA Victim Witness	District Attorney Office
DJ Pittenger	Administrator	County Office of Education*

Ian Fenwick	Consumer representative	National Alliance of the Mentally III*
Tracy Schiro	Deputy Director	Department of Social Services (Employment)*
Grace McIntosh	Deputy Director	Community Action Partnership SLO*

\*Required membership in accordance with Section 6045.2(b) for Adult Mentally III Offender grant Strategy Committee

*Please continue on additional pages, if necessary*

**B. COLLABORATIVE EFFORTS:** List the dates and times the Strategy Committee met to collaborate on the local MIOCR plan and key decisions made during those meetings, including but not limited to implementation and sustainability planning. **This subsection may not exceed two (2) single-sided pages in length.**

As part of this section, provide Strategy Committee Member sign-in sheets, marked as Attachment B, as part of the complete RFP packet.

**Ad Hoc Oversight sub-Committee Membership:**

**Name:** Michelle A. Cole, Captain Jail Services

**Agency:** SLO Co. Sheriff's Department

**Name:** Kelly Kenitz, In-custody Service

**Agency:** SLO Co. Sheriff's Department

**Name:** Star Graber, Division Manager

**Agency:** SLO Co. Behavioral Health Department

**Name:** Anne Robin, Behavioral Health Administrator

**Agency:** SLO Co. Behavioral Health Department

**Name:** Robert Reyes, Deputy Chief Probation Officer

**Agency:** SLO Co. Probation Department

**Name:** Amy Gilman, Administrative Services Officer

**Agency:** SLO Co. Probation Department

**Name:** Geoff O'Quest, Administrative Analyst

**Agency:** SLO Co. Administrative Office

**Name:** Leslie Brown, Administrative Analyst

**Agency:** SLO Co. Administrative Office

See Attachment B that includes the Strategy Committee/Community Corrections Partnership. Agenda for the meeting on March 16, 2015, Sign-in Sheet for the meeting on March 16, 2015, Handout on "Grants: Criminal Justice and Behavioral Health, Spring 2015", and Minutes from the meeting on March 16, 2015.

Dates and times of the Strategy Committee meetings and includes key decisions made: The Ad Hoc Oversight sub-Committee met on March 5, 2015 from 9:00 am - 11:30 am to consider federal and state criminal justice grants available, to discuss each one, and to prioritize and coordinate the grant writing efforts. A thoughtful review of the current criminal justice system gaps was held pursuant to this BSCC application. It was

decided to take a three pronged approach and target the existing gaps in the system for mentally ill offenders. The second Ad Hoc Oversight sub-Committee met on March 11, 2015 from 3:00 - 5:00 pm. This was a regularly scheduled meeting to review data collection and performance measures which was on the agenda. This agenda was pertinent to this project application to determine that the data elements are able to be collected by the partner entities. A review of the grant applications and the needs to be provided by each entity was further discussed. Lastly, on March 16, 2015 from 3:00 - 5:00 pm the Strategy Committee/Community Corrections Partnership meeting was held and the project specifics were discussed. The Strategy Committee approved, through consensus, to pursue the grant opportunities.

# PROBATION DEPARTMENT

*"Protection, Service & Accountability"*



Main Office (805) 781-5300 ~ 1730 Bishop Street, San Luis Obispo  
 Juvenile Services Center (805) 781-5352 ~ 1065 Kansas Avenue, San Luis Obispo  
 Juvenile Hall (805) 781-5389 ~ 1065 Kansas Avenue, in San Luis Obispo

**\*Mailing Addresses:**

Main Office/Adult Division- SLO County Government Center~ Attn: Probation Casa Loma ~ 1050 Monterey Street ~ San Luis Obispo, CA 93408  
 Juvenile Services Center and Juvenile Hall - SLO County Government Center~ Attn: Probation JSC ~ 1050 Monterey Street ~ San Luis Obispo, CA 93408



## Community Corrections Partnership (CCP)

Date: Monday, March 16, 2015

Time: 3:00 PM

Probation Classroom

### SIGN IN SHEET\*

Please Print Name	Signature	Agency / Department
ROBERT BURTON	<i>[Signature]</i>	Paso Robles PD
ROBERT REYPS	<i>[Signature]</i>	PROBATION
KEVIN DRABINSKI	<i>[Signature]</i>	STATE ASSEMBLY
Amy Gilman	<i>[Signature]</i>	PROBATION
Wendy White	<i>[Signature]</i>	Probation
MICHELLE STOKESMAN	<i>[Signature]</i>	HEALTH
Jim Sako	<i>[Signature]</i>	Prob
LINDA DUNN	<i>[Signature]</i>	D.A.
Star Graber	<i>[Signature]</i>	DRUG & ALCOHOL SERV.
Susan Matherly	<i>[Signature]</i>	Court
Patricia Ashbaugh	<i>[Signature]</i>	Public Defender
Anne Boden	<i>[Signature]</i>	RHD
IAN PARKINSON	<i>[Signature]</i>	SHERIFF'S OFFICE
Virginia Collie	<i>[Signature]</i>	Probation