IN-PRISON SUBSTANCE ABUSE TREATMENT SERVICES PROGRAM
WITH OFFENDER MENTOR CERTIFICATION PROGRAM

I. Introduction

The California Department of Corrections and Rehabilitation (CDCR), Division of Adult Programs, Office of Substance Abuse Treatment Services (OSATS) is soliciting bids in response to this Invitation for Bid to provide substance abuse services for inmates participating in the In-Prison Substance Abuse Treatment Program (SAT) in the CDCR Institutions listed in Exhibit G Site Locations and Specifics.

A. Program Purpose

CDCR is legislatively authorized to coordinate and provide for the delivery of substance use disorder treatment programs to adult offenders. (California Code of Regulations, Title 15, Crime Prevention and Corrections, Section 3040.1.) The primary goal of the SAT is to reduce the incidence of substance abuse relapse and recidivism among participants. In addition, the SAT will promote positive social behavior that will enable the participants to exhibit satisfactory conduct within the facility and on parole, leading to successful integration back into the community. To realize this outcome, the SAT shall offer services that are gender responsive, comprehensive in scope, and have sufficient duration and intensity so that the participants are prepared for release, and have developed the skills, knowledge, and ability to avoid substance abuse relapse and recidivism.

B. The Division of Adult Programs Overview

The In-Prison Substance Abuse Treatment Program Contractor (Contractor) provides substance abuse program services to in-prison participants. These services will include assessments, treatment planning, program services, evaluation and planning for community-based substance abuse program services and/or community reentry.

1. Substance Abuse Services Coordinating Agency (SASCA)

The Division of Adult Programs has contracted with four regional SASCAs to place SAT inmates upon parole into appropriate community-based substance use disorder treatment programs. The SASCA works with the Contractors, parole regions, and community-based providers (CBPs) to determine the most suitable program placement. The SASCAs monitor and report on parolee program participation. Research shows that residential substance use disorder treatment is most likely to result in substantial reductions to recidivism and is considered essential to the continued success of the substance use disorder treatment initiative. The primary purpose of SASCA is to place SAT participants, upon parole, into appropriate substance use disorder treatment programs such as residential, non-residential (outpatient), or sober living with non-residential (outpatient) services. The SASCAs are authorized to provide up to 180 days of treatment services.
2. Senate Bill 1453 (SB 1453) Program

SB 1453 was enacted into law on January 1, 2007. The SB 1453 Program is a 150 day residential aftercare program for inmates who successfully completed an in-prison and/or other CDCR sanctioned substance use disorder treatment program. The 150 day residential community based treatment program provides substance abuse services to eligible California participants (parolees) who meet the criteria identified in the SB 1453 Policy. Upon successful completion of the 150 days of residential treatment, the parolee shall be discharged from parole, pursuant to Penal Code section 2933.4(b).

II. Contractor Responsibilities

A. Multiple Program/Agreement Guidelines

The Contractor shall ensure that the program is operated within the guidelines of the Agreement. Contractors having more than one program at the same site shall ensure that each program is operated as a stand-alone program. Each program shall individually meet all inmate to staff ratio requirements.

Contractors having multiple Agreements may not utilize full-time staff for more than one Agreement. Fractional based employees may be allowed to work multiple Agreements provided their percentage base is met appropriately for each Agreement.

B. Program Requirements

These required services are set forth as part of the Agreement:

1. Introduction of Inmate to the SAT

Within two (2) days of arrival at the SAT, inmate participants shall receive a written summary of the following:

a. SAT daily activities;

b. The Contractor’s Cardinal Rules\(^1\), if applicable;

c. The Contractor’s requirements and expectations for participation in the SAT;

d. The Contractor’s consequences for non-participation;

e. The Contractor’s consequences for positive urinalysis; and

f. The roles of the various contracting staff.

This summary shall be presented in a non-English language, if necessary. The summary will also include the options and procedures for participation in additional

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\(^1\) Cardinal Rules are used in the therapeutic community (TC) environment and will include the rules that are of fundamental importance to a successful TC. These rules may vary from one organization to the next but must include at a minimum: no physical violence, threats of physical violence, or intimidation; no use of drugs, alcohol, or possession or related paraphernalia; and no sexual acting out, or sexual contact.
treatment opportunities, if available (voluntary groups, 12-step meetings, etc.) The written summary shall be signed by the SAT employee who conducted the introduction and also by the inmate participant. The original summary shall be retained in the case file and a copy given to the inmate.

2. Big Brother Program

Upon entering the program, the participant will immediately be assigned a Big Brother. The role of the Big Brother is to lend assistance with the initial indoctrination of the individual to the community. The Big Brother will make themselves available to answer any questions the new participant may have and to meet with them frequently.

3. Inmate Clerk Program

Use of inmates as Clerks for a SAT program is optional. If used, Inmate Clerks must be paid according to CDCR policies. Inmate Clerks must be SAT participants whose work assignment will be to a SAT program and SAT modular unit to assist in clerical, data tasks, or other duties as approved by the Correctional Counselor III (CC III) and the Warden or the Warden’s designee.

4. Peer Mentor Program

The Contractor shall develop and implement a Peer Mentor Program. Peer Mentors are a valuable asset to SAT. Peer Mentors provide credible role models with whom participants can relate. Once a Peer Mentor is fully trained, they may be utilized to assist and/or co-facilitate groups with the assistance and presence of trained Contractor staff.

Peer Mentors will be either graduates of a SAT program or specially selected inmates with specialized substance abuse training (Certified Peer Mentor). CDCR may at any time assign Peer Mentors or Certified Peer Mentors from another program or institution to SAT. The Contractor will provide support, guidance and appropriate opportunities for an assigned Certified Peer Mentor to complete the internship portion of the certification process. Additionally, the Contractor will complete the necessary paperwork to acknowledge the Certified Peer Mentor’s completion of the internship requirements.

5. Inmate Clerks and Peer Mentors General Requirements

The Contractor will utilize inmates as Inmate Clerks or Peer Mentors, only with the approval of the CC III and the Warden or the Warden’s designee and must be consistent with the security requirements of the institution. Use of inmates shall be in accordance with a plan submitted by the Contractor and as approved by OSATS. Plans for the use of inmates as Inmate Clerks and Peer Mentors, as well as corresponding pay rates, are subject to the review, modification and approval of CDCR.
The following requirements must be followed when using Inmate Clerks and Peer Mentors:

a. The Warden or the Warden’s designee and the CC III shall approve each inmate who is utilized as an Inmate Clerk or a Peer Mentor;

b. Inmate Clerks and Peer Mentors should reflect the diversity of the institution population;

c. Inmates may assist in providing SAT services and shall be closely monitored by a journey-level Contractor staff person while doing so. No inmate shall be permitted to assume control over other inmates, consistent with the requirements in Title 15, California Code of Regulations (CCR) Section 3022;

d. Inmates utilized as Peer Mentors may work toward obtaining a certificate in substance abuse counseling;

e. Under the direct supervision of a journey-level counselor, inmates may provide feedback for the purpose of recording progress notes and other program participation but shall not have access to participants’ clinical case files, including assessment instruments, participant data, substance abuse service plans, and counselor progress notes; and

f. The Contractor must follow CDCR rules, regulations and policies with regard to use of inmates as Inmate Clerks and Peer Mentors. The Contractor and the Warden shall annually evaluate continued participation of each inmate as an Inmate Clerk or a Peer Mentor in the program.

6. Offender Mentor Certification Program

The CDCR Offender Mentor Certification Program (OMCP) provides for the selection, training, and supervised counseling experiences for inmates to obtain and utilize a counseling certification through a Counselor Certifying Organization (Training Provider) recognized by the California Department of Alcohol and Drug Programs (ADP). This certification is required of all substance abuse counselors working in California.

The OMCP is administered by CDCR Adult Programs and Adult Institutions with contracted services provided by the Contractor, and a Training Provider recognized by ADP and selected by CDCR. The Contractor services will include, but not be limited to, providing a clinician to serve as the Counselor Training Coordinator. The Training Provider, the Counselor Training Coordinator, the Contractor and CDCR staff will work closely together to assure a high quality and successful OMCP.

CDCR will select OMCP candidates for each training session based on the following criteria:

- Each OMCP candidate will have a thorough understanding of the certification process and agree to complete the CDCR OMCP training.
Each OMCP candidate will have minimum of five (5) years to life prison sentence left to serve.
Each OMCP candidate will complete the CDCR OMCP application packet.
Each OMCP candidate’s CDCR Central File will be thoroughly evaluated.
Each OMCP candidate will agree to a Code of Ethics and Scope of Practice.
Each OMCP candidate will sign a CDCR OMCP Internship Performance Contract.

OMCP participants are subject to all requirements of Title 15 of the California Code of Regulations governing inmate conduct.

a. Contractor Responsibilities

The Contractor will provide support to the OMCP in the provision of treatment services, staff services (including a full-time Counselor Training Coordinator) and counseling internship opportunities.

To begin the OMCP training, the Contractor will provide all OMCP candidates with the 90 day SAT services (AM session). During the afternoons of that 90 day period, OMCP candidates will receive additional training provided by the Training Provider and coordinated by the Counselor Training Coordinator. The Contractor will provide a licensed clinician, the “Counselor Training Coordinator” (see specifications and duties beginning on page XXXX). The Counselor Training Coordinator will work closely with the CCIII, the Training Provider(s) and others, as needed, for the entire duration of the OMCP training. This clinician will be responsible for the coordination of the OMCP under the direction of the CCIII. They will also provide technical oversight and training to Contract staff as appropriate.

The Contractor will provide OMCP candidates with regular SAT services including one-on-one services. During the 90 day SAT, the OMCP candidates will be part of the Contractor’s assigned population, and included in all SAT functions and reporting. After completion of the 90 day SAT, the OMCP candidates are not counted as participants in the SAT, but are members of the community and will attend group meetings and participate as co-facilitators, assigned to Contractor counselors, as appropriate.

Because the Contractor will be employing a licensed clinician, and using OMCP candidates, interns and graduates in the SAT, the Contractor staff to inmate ratio for this program is raised to 1:18. This 1:18 ratio applies to the SAT services for inmates enrolled in the 90 Day program, and does not include the Counselor Training Coordinator.

The Contractor must provide the following in support of the OMCP participants:

a. Provide a setting in which the mentors can build community and create a social learning environment to understand specifics related to initiating and sustaining a therapeutic community (TC) model.

b. Develop trust and professional relationships. Recognize and identify the need for change by facilitating opportunities for the mentors to make connections between the desire to learn
counseling skills and core values that made this opportunity important and significant to them.

c. Provide a forum where the mentors can explore their experiences, challenges, and personal issues openly and work toward resolution of their own problems prior to beginning the academic phase of the training.

d. Provide a functioning community within which the mentors can fulfill the necessary 250 practicum hours and access continued experiential training related to academic focus areas, i.e., assessment, motivational interviewing, CBT curriculum, etc.

e. Support the Training Provider’s ability to provide the additional scope of services related to Phase III and IV. (Identified below)

Organize and integrate motivational events, and support the mentors in the study and preparation for the written exam, while operating the general population program.

b. Counselor Certifying Organization (Training Provider)

A separate agreement will be executed and approved by CDCR to provide the OMCP with the counselor certification training curriculum services. The Training Provider is responsible for coordination and delivery (in conjunction with the Counselor Training Coordinator) of Phases II through VI of the OMCP:

i.) Selection
ii.) Orientation
iii.) Training
iv.) Practicum/Portfolio Development
v.) Written Exam
vi.) Internship/Oral Exam

7. Motivation/Incentives

Motivation is an important component of the SAT. The Contractor must develop and implement ongoing techniques and incentives, as well as events, to motivate the participants to successfully complete the SAT and to volunteer for continuing care. The following are examples of some positive motivational events:

- Speaker’s Day
- Completion/Graduation Ceremonies
- Family Day
- Community Day
- Music/Art Activities
- Holiday Celebrations
- Inmate Jobs
- Recreational Activities
- Extra Canteen Privileges
- Welcome Packets
- Farewell Packets
- Extra Yard Time
- Charitable Events
The Contractor shall develop and implement an incentive program. All events and incentives must receive prior written approval by the OSATS Program Manager, CC III, and the Warden or the Warden’s designee.

C. Substance Abuse Treatment Services Offered To Inmates

The Contractor is expected to develop and implement a SAT which must include the following elements involving the delivery of services:

1. Screenings, Secondary Assessments, and Individual Treatment and Rehabilitation Plans

Screening and assessment are the key components to determine the most appropriate treatment for each individual.

a. Screenings

Inmates will be screened by CDCR using the California Static Risk Assessment (CSRA) and the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) assessment instruments. Inmates’ risk to recidivate and qualifying scores on the substance abuse need portions of the assessments will be used to refer candidates through inmate classification for referral to an appropriate SAT.

Those who meet the criteria must be placed on a waiting list and referred to treatment during the final months of their sentence.

b. Secondary Assessment

The secondary assessment of the program participants will be an integral portion of the program. The secondary assessment shall occur during the Mobilization Phase and within ten (10) days of admission to the program. The Contractor shall provide for this assessment of the participants’ needs using an instrument developed/adopted by CDCR, currently the CDCR-Addiction Severity Index (CDCR-ASI). CDCR reserves the right to change the specified assessment tools, and/or require additional assessments.

Assessments will result in individual treatment plans with the following possible approaches:

1) Cognitive Behavior Treatment (CBT) Track
   Moderate risk/need scores on the COMPAS and CDCR-ASI

2) Cognitive Behavior Treatment – Therapeutic Community Intensive (CBT-TC) Track
   High risk/need scores on COMPAS and CDCR-ASI

2. Treatment and Rehabilitation Plans:

Upon completion of the CDCR-ASI, the Contractor, with input from the participant, shall prepare a written Treatment and Rehabilitation Plan (TRP).
Ongoing reassessment is encouraged as the participant progresses through their treatment goals. The initial TRP shall be completed within ten (10) days of admission and will be updated monthly during one-on-one counseling sessions. The TRP must match the individual needs of the participant. All treatment plans shall be signed and dated by the inmate participant, counselor, and supervising counselor within the timeframes specified above.

TRPs are to be goal and action oriented and will include the following (at a minimum):

a) Participant name and CDCR number;

b) Program name and unique SAT identification number;

c) Issues (e.g., dysfunction or loss) experienced by the inmate participant including: legal, social, educational, vocational, and psychological as well as changes in offender risk, need, and progress. If the inmate participant is under the care of another professional for treatment of a mental health issue, the mental health issue should be routinely considered to ensure that the inmate participant continues to address the issue. Any mental health issues shall be listed and carried over to subsequent treatment plans;

d) Goals to be reached by the inmate participant;

e) Objectives (observable and measurable signposts on the way to achieving the goals);

f) Methods (the treatment services to be provided, the intensity and duration of those services);

g) Target date(s) for achieving the goals and objectives; The Contractor shall review and revise initial and updated treatment plans when a change in problem identification or focus of treatment occurs.

3. Case Files

The Contractor shall maintain complete case files on all inmate participants. The Contractor shall maintain written policies and procedures in accordance with CDCR policy, the Information Practice Act and the Federal Regulations governing “Confidentiality of Alcohol and Drug Abuse Patient Records” (42 CFR, Part 2), regarding the confidentiality and security of case files. All case files shall be secured in a locked file cabinet accessible only to authorized CDCR and Contractor staff. The Contractor shall take extraordinary care to ensure that no inmate can access the files.

The Contractor shall have written procedures for the release of case file information. This shall include the inmate’s signed and dated Release of Information Form (to be developed by the Contractor within 30 days the execution of the Agreement); the name of the person, agency or organization to which the information was released; and the signature of the Contractor employee who released the information and the date of release.

The Contractor shall securely maintain case files for three years beyond the last payment received on all participants who are no longer receiving treatment.
The participant case file shall include a minimum of:

a) Applications and any substance abuse services contracts signed by the inmate participant;
b) Information from the inmate's CDCR central file, if available;
c) COMPAS;
d) Introduction Summary signed by the counselor and the inmate participant;
e) Assessments, data and forms;
f) Individualized Treatment Plan revisions;
g) Progress notes, weekly. Progress notes must be dated and must utilize the Description/Assessment/Plan (DAP) format;
h) Documentation in weekly progress notes of monthly one-on-one sessions;
i) Community Service Plan and documentation of discussions with the participant regarding continuing care placement and options, participant's attendance of SASCA presentations and meetings with parole (or CC III) to discuss plans; and
j) Disclosure form authorizing OSATS to undertake evaluation of the program using case file information. The disclosure shall also specify that OSATS shall conduct Performance Accountability Review(s) (PAR). During the PAR, OSATS shall review case file material to ensure that adequate documentation is maintained.

D. Framework and Approach To Treatment and Services

The Contractor will provide evidence-based treatment according to severity of addiction. Individuals will be assessed and provided the most appropriate treatment. Approaches to treatment include: CBT combined with the principles of the TC modified to promote pro-social behavior, strength-based interactions and positive reinforcements. Treatment will take place five (5) days a week, 3.25 hours a day. Variations in schedule will be considered but must be approved by the OSATS Deputy Director.

Curriculum used for treatment and services must reflect evidence based practices and must be approved by CDCR prior to implementation.

1. Sequencing of Treatment:

The 90-day treatment episode will start with:

a. Phase 1- Mobilization – (10-days):

The purpose of Phase 1 is to:

1) Screen and assess inmate participants to determine the treatment intensity level;
2) Use motivational interviewing and motivational enhancement strategies to create and sustain motivation for change and post release continuing care; and
3) Create static groups to affect an increase in participant investment and engage in treatment. These groups will then progress together through Phases 2 and 3.
The staff working with the inmates during this phase must possess a high level of clinical competency in asking open ended questions, making simple and complex reflections, affirmations, summaries, detecting change talk, capitalizing on ambivalence, rolling with resistance, measuring motivation, and a multitude of other skills known as Motivational Interviewing. It is also critically important that treatment staff is well trained and supervised in both implementation and interpretation of the assessment tools.\textsuperscript{2}

During the mobilization phase, the staff will provide inmate participants with the necessary information regarding the treatment process and assist the inmate in developing short term and long term plans and goals. The foundation for the treatment plan will be based on the previously measured needs.

Inmates will be grouped together in static groups. Static groups are designed to build trust and consistency, and move through the treatment phases together. Only in limited circumstances should inmates be allowed to join a static group, once it has been developed and has begun to progress through the phases. Static groups will be created by assigning inmates to the appropriate group coming out of the Mobilization Phase (after the inmate’s most appropriate track [CBT Track or CBT-TC Intensive Track] has been determined through the screening and assessment process). If the inmate does not appear to be progressing with the other inmates in their static group at anytime during the remainder of the inmate’s participation in the SAT, they will receive individual counseling and/or lesson plans to assist the inmate in restoring their level of participation and engagement. An inmate who continues to show a lack of progression may be held back from advancing to the next phase with their static group, and may be required to start again with a new static group.

The outcome of the mobilization phase is the progression to the next treatment phase – Activation.

\begin{itemize}
\item \textbf{b. Phase 2- Activation}
\end{itemize}

Depending on the risk/need level, the inmates will be referred to either the CBT Track or CBT-TC Intensive Track. The Activation Phase will last approximately nine (9) weeks.

\begin{itemize}
\item \textbf{1) Group Preparation (Both CBT and CBT-TC Intensive)}
\end{itemize}

All participants will attend Group Preparation for the first five (5) days of the Activation Phase.

Groups/lessons will be selected from the Thinking for a Change 22 week curriculum. Group Preparation is an overview of the CBT curriculum, a presentation (with some participant interaction) of the CBT principles, concepts,\textsuperscript{2} The specified assessment tools are free of charge, with proven reliability and validity, including in criminal justice settings, and do not require high education or licensing for their use.
topics, and terminology. Each lesson overview will be accompanied by group process discussions of the topics presented and role-play/concept-practice where indicated. Completion of the Group Preparation week will equip all new participants with the foundational understanding of CBT principles and practices so that they may enter at any point of the curriculum design, as described in the following sections.

Group Preparation – Week 1 (Not all 22 lessons will be covered in Group Preparation Week.)

<table>
<thead>
<tr>
<th>Day 1</th>
<th>Introduction and Overview of Thinking for a Change (Lesson 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 2</td>
<td>Active Listening Skill / Asking a Question / Giving Feedback (Lessons 2-4)</td>
</tr>
<tr>
<td>Day 3</td>
<td>Our Thinking Controls How We Act / Paying Attention to Our Thinking (Lessons 5-6)</td>
</tr>
<tr>
<td>Day 4</td>
<td>Knowing Your Feelings / Understanding the Feelings of Others (Lessons 10-11)</td>
</tr>
<tr>
<td>Day 5</td>
<td>Introduction to Problem Solving (Lesson 16), Description of Lesson (Lessons 17-21)</td>
</tr>
</tbody>
</table>

2) Primary Treatment

Primary Treatment shall be provided Monday – Friday, with a daily schedule as follows:

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 min</td>
<td>Community Meeting</td>
</tr>
<tr>
<td>25 – 30 min</td>
<td>Warm-up/Homework Review</td>
</tr>
<tr>
<td>30 min</td>
<td>Didactic/Cognitive Work</td>
</tr>
<tr>
<td>45 min</td>
<td>Role-Play/Interactive Learning</td>
</tr>
<tr>
<td>10 – 15 min</td>
<td>Break</td>
</tr>
<tr>
<td>20 min</td>
<td>Cognitive Input</td>
</tr>
<tr>
<td>25 min</td>
<td>Closure &amp; Homework Assignment</td>
</tr>
</tbody>
</table>

a.) CBT Track (Moderate Risk/Need Inmates)

Inmate participants may start CBT Primary Treatment at any point in the curriculum. CBT Track participants will attend the Thinking for a Change curriculum groups on Monday, Wednesday, and Friday. Tuesday and Thursday are open for any of the following:

- Specialized groups as identified by assessment;
- Social learning and CBT role-play; and
• Practice and mastery of Thinking for a Change curriculum CBT lessons.

### Primary Treatment – Weeks 2-5

<table>
<thead>
<tr>
<th>Lessons: 1, 2, 3</th>
<th>Introduction / Active Listening / Asking a Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessons: 4, 5, 6</td>
<td>Giving Feedback / Our Thinking Controls How We Act / Paying Attention to Our Thinking</td>
</tr>
<tr>
<td>Lessons: 7, 8, 9</td>
<td>Recognizing the Thinking That Leads to Trouble / Finding New Thinking / Using Thinking Check Ins</td>
</tr>
<tr>
<td>Lesson: 10, 11, 12</td>
<td>Knowing Your Feelings / Understanding the Feelings of Others / Responding to the Feelings of Others</td>
</tr>
</tbody>
</table>

### Primary Treatment – Weeks 6-8

<table>
<thead>
<tr>
<th>Lessons: 13, 14, 15</th>
<th>Preparing for a Stressful Conversation / Responding to Anger / Dealing with an Accusation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessons: 16, 17, 18</td>
<td>Introduction to Problem Solving / Stop and Think / Problem Description</td>
</tr>
<tr>
<td>Lessons: 19, 20, 21</td>
<td>Getting Information to Set a Goal / Choices and Consequences / Choose, Plan, Do – Evaluate</td>
</tr>
</tbody>
</table>

**CBT Completion (participant engages in this lesson only after completing Lessons 1-21)**

### Primary Treatment – Week 9

| Lesson: 22 | Self-Evaluation: What Else Do I Need (self-evaluation using skills checklist, development of personal advanced curriculum to review or master previously learned concepts and skills) |

b.) **CBT-TC Intensive Track (High Risk/Need Inmates)**

CBT-TC participants may start CBT Primary Treatment at any point in the curriculum. The modified TC treatment design should have an emphasis on behavior modification and peer accountability. Participants will attend the same Thinking for a Change curriculum groups as outlined above on Monday, Wednesday, and Friday. Tuesday and Thursday will focus on:

- Addressing peers behavior (process group format),
- Community development; and
• Special topic/commonality groups as identified by assessment.  

3) Transition from Activation to Re-Entry Phase

Upon completion of the Activation Phase, both the CBT and CBT-TC Intensive inmate participants will have a joint meeting with their primary counselor, the Transition/Continuing Care Counselor, and a SASCA representative. The meeting will have two main goals:

a.) Re-evaluation of the treatment plan to account for inmate participant progress; and
b.) To build a life plan for re-entry and transition into community. Following this meeting, the inmate participant will enter Phase 3 Re-Entry.

c. Phase 3 – Re-Entry

The Re-Entry Phase will last approximately 17 days and will then be followed by ten days of “S” time. “S” time is not counted in the 90 day timeframe of treatment. "S" time is an authorized/approved absence from an inmate's work/training assignment by order of the prison administration. (Refer to CCR, Title 15. Crime Prevention and Corrections, Section 3045.3.)

During the Re-Entry Phase the primary focus will be on treatment continuation and community-based programming, housing arrangements, employment strategies, pragmatics of social functioning (drivers license, SSI, etc), medication management for mentally ill, and the establishment of an overall longer term recovery management plan.

Transition/Continuing Care Counselors must be familiar with legal incentives, demonstrate excellent competencies to sustain client motivation for change, working knowledge of and access to community resources, to advocate for individualized (client centered) post-release treatment services as well as develop a strong collaborative relationship with SASCAs. Both transitional counselors and SASCAs must have knowledge of available local community resources that may vary in different regions.

During the Re-Entry Phase all clinical information (CDCR-ASI findings, treatment plan, life plan, COMPAS scores and narratives, summary of treatment notes, outcomes of trauma interventions and all relevant clinical treatment information) will be prepared for transfer to community-based providers (CBP) ensuring that:

1) Information is accurate and complete;
2) Information is understandable to the CBP; and
3) Treatment provided by the CBP will be in fact a continuation of care rather than a new and disconnected treatment episode.

3 Regarding this intense abbreviated therapeutic community model with emphasis on CBT, it is important to mention that such blended model does exist and has been implemented elsewhere.
E. Transition To Community-Based Services

Participation in a transition program has demonstrated a significantly higher rate of successful outcomes for graduating SAT parolees. It is important for the SAT and the SASCA to establish and maintain a collaborative relationship in order to encourage a parolee’s participation in successful integration back to society.

The Contractor’s Transition/Continuing Care Counselor, working with the SASCA and CDCR staff, in cooperation with the participant, shall prepare a CDCR Form 1868, Community Services Plan. The Contractor shall develop aftercare placement based on the treatment provided and the assessment of the inmate’s needs.

The Contractor shall schedule a “Provider Fair,” no less than every 90 days, to invite the SASCA and CBP representatives to come to the institution and make presentations to the participants regarding continuing care options. The SASCAs and the CBPs will provide information, handouts (i.e. brochures) and any other items required within the SASCA contracts. Institution staff on the SAT yard and other yards may be invited to the Provider Fair which will support the recruitment efforts as well as strengthen collaboration between the Contractor and the institution.

The Contractor is required to transfer participant case files using a method that will be developed and approved by CDCR.

Additionally the Contractor will continue to work with SASCA and/or the participant when it is determined that additional input is necessary in assessing the participant’s progress. This may include, but not be limited to, advocacy and referral services, review of service plans and one-on-one or telephone contacts with the participant after parole. Referral services may include contacting outside agencies and making formal referrals for services outside the scope of comprehensive substance abuse services that are identified in the participant’s service plan as necessary to the participant’s attainment of goals. Additional activities are allowable to the extent necessary to update the Community Service Plan, provide for crisis intervention, promote program retention, or provide needed insights to move the participant between substance abuse programs or modalities.

F. Transition of The Agreement To A Successor

The Contractor shall have a plan for transition of participants, participant records, and data to a successor. The plan shall include the steps that will be taken prior to termination of the Agreement to ensure that both the participants and the successor Contractor are prepared for a smooth transition into a new program. The plan may also specify what steps the Contractor will take after termination of the Agreement to continue to provide data and assistance to the successor for a minimum of six (6) weeks after the termination date. This plan must be approved by CDCR and updated as requested by CDCR during the life of the Agreement. The draft plan is due to OSATS within 60 days of Agreement award.
G. Performance Measures

Performance will be documented through the in-prison performance review process developed by CDCR, currently the Performance Accountability Review (PAR.) Details of the performance measures are identified throughout this Agreement. They are summarized here in order to emphasize their importance. This is not a complete list.

1. Contractor will provide for the secondary assessment of participants' needs using the instrument developed/adopted by CDCR (currently CDCR-ASI.) Secondary assessments shall occur within 10 days of admission to the program. CDCR reserves the right to change the specified assessment tools, and/or require additional assessments.

2. Contractor will prepare comprehensive treatment plans that will address individual needs and risks as identified in the assessments.

3. Contractor will provide all participants with treatment according to clinical guidelines, appropriate treatment principles, and individual treatment plan needs. Treatment must involve both group and individual counseling services.

4. Contractor will document treatment progress for all participants on a weekly basis.

5. Contractor will update individual treatment plans on a monthly basis, incorporating changes in offender risk, needs, and/or treatment progress.

6. Contractor will monitor and report inmate utilization according to CDCR policies and procedures.

7. Contractor will prepare appropriate individual transition plans for continuing care for all participants with the goal of achieving at least a seventy-five percent placement rate. Completed transition plans will be forwarded to the appropriate placement and/or coordination agency prior to release on parole. Contractors will be expected to meet or exceed the average continuing care admission rates of all contractors, calculated during the PAR.

8. Contractor will meet regularly with the OSATS monitoring staff, CDCR technical assistance contractors (as directed by CDCR) and relevant institution staff to review Contractor operations, participant performance, and service delivery.

9. Contractor will comply with all applicable rules and regulations regarding confidentiality of participant records and information.

10. Contractor will provide professional, competent, skilled staff. All Contractor staff must satisfy requirements for training, certification, and professional development. These objectives will be measured by attendance at CDCR sponsored conferences and trainings as well as completion of the Forensic Addictions Corrections Treatment (FACT) certificate program or other certifications approved by the California Department of Alcohol and Drug Programs (ADP) certification. Staff professionalism will be measured by review
of hiring procedures, personnel files, disciplinary actions and CDCR adverse actions.

Satisfactory performance will be determined by the review of participant files, assessment instruments, treatment plans, transitional plans, personnel records, meeting rosters, electronic data, program observations, and other sources identified in the PAR.

The Contractor will receive notification from OSATS identifying the areas of non-compliance and the time frame for corrective action.

H. Participant Data

The Contractor shall maintain participant and program data for reporting, evaluating, service coordination, participant-level assessment and progress tracking, and service payment purposes.

The Contractor must collect, document, and report daily participant attendance, according to procedures developed by CDCR, currently the Interim Computerized Attendance Tracking System (ICATS).

Data on participant characteristics shall include data elements necessary to uniquely identify participants and evaluate programs, to the extent that data is relevant to the SAT participants, and ensure that the SAT and community services are appropriate to the participants’ needs.

For the purposes of documenting participation, data elements and forms shall meet the requirements set forth by CDCR. Data on participant services shall be participant centered and sufficiently detailed to determine that the minimum service levels are met. Data must also be sufficiently detailed for program evaluation, and should provide clear documentation of participant attendance according to methods specified by CDCR. Data on participant services shall contain at minimum the following data elements:

- Participant CDCR Number
- Participant first and last name
- Date of Birth
- Race
- Ethnicity
- Gender
- Program type
- SAT Contractor identification number
- Unique identifier for the Contractor’s program and location
- CDCR-ASI
- Beginning date of service
- Ending date of service
- Treatment discharge reason
- Number of hours of participation (In order to determine program compliance and inmate participant completion, as defined by CDCR.)
- Number of days of participation
• Days or incidents when an inmate is not programming and reasons for each incident
• Number of Prior Treatment Episodes
• Primary Drug of Choice
• Primary Drug Frequency (prior to custody)
• Primary Drug Route of Administration
• Needle Use in the Last 12 months (prior to custody)
• Veteran
• Disability
• Consent (identifies whether a client has given consent to be contacted in the future.)
• Employment Status
• Highest School Grade Completed
• Mental Illness
• Mental Health Medication
• Number of Children
• Marital Status or Current Living Arrangement (prior to custody)

Data on participant services for program evaluation purposes shall be kept, at a minimum, in hard copy format and must be made available to CDCR or evaluators upon request. In addition, the Contractor shall cooperate in the evaluation of the program and assist CDCR and any designated evaluators in any additional data collection efforts and program analysis.

The Contractor shall use the computerized information tracking system for participant and program data specified by CDCR. This system will have the capacity to track participant and provider level data in an accurate and secure manner. The Contractor shall have procedures to ensure and verify the validity of the data and to protect the data from unauthorized access and/or destruction due to negligence, malice, or disaster. The Contractor will also comply with the following provisions with regards to collecting the data:

1. The Contractor will identify a representative to participate in a committee that will recommend common data elements, formats, and forms to CDCR and the designated program evaluator(s).

2. The Contractor will participate in the development of common data elements, formats, and forms to be used by all the SAT and SASCA programs for accomplishing the participant data and fiscal information system requirements of this Agreement.

3. CDCR has developed a database, which tracks all participants through all program phases and interventions. Contractors shall work with CDCR staff to provide regular data exports and resolve issues related to data quality. Contractors will submit electronic data at least monthly through a secure file transfer protocol (FTP) server or encryption software as required by CDCR. Electronic data will be submitted by the 15th of each month for all activities occurring during the preceding month.
The State reserves the right to alter CDCR forms required under this Agreement to meet the needs of the State without having to process an amendment.

I. Fiscal System

The Contractor shall establish an internal, administrative fiscal system for the ongoing management of the SAT budget. Any costs associated with the management of the SAT must be budgeted in accordance with the Line Item Budget Guide (LIBG). All budgets will be cost reimbursement budgets and will follow the requirements as specified in the Line Item Budget Guide for Cost Reimbursement Budgets, March 28, 2007 (Exhibit F). See also Section II Contractor Responsibilities, Subsection J Monthly Invoice Procedures. Contractor is responsible for complying with the most current version of the LIBG as it becomes available.

J. Monthly Invoice Procedures

A Contractor’s total monthly payment request (invoice) shall:

- include the Agreement Number;
- be accompanied by the required supporting documentation in accordance with the LIBG and this Agreement; and
- not be submitted more frequently than monthly in arrears.

The Contractor shall forward the original invoice and copies of the supporting documentation to the OSATS Program Manager for processing. Invoice packages that are incomplete, improperly prepared or missing the required supporting documentation will be returned to the Contractor for corrections and/or submission of the proper documentation before payments are made. CDCR reserves the right to request at any time, any and all supporting documentation in addition to the documentation required in the LIBG.

The CDCR reserves the right to revise the invoice form and/or the processing procedures to suit the needs of the State without processing an Amendment to the Agreement.

K. Inmate Screening, Referral, and Recruitment

CDCR staff is responsible for screening and referral of inmates to the SAT. However, the Contractor shall, upon request of CDCR staff, participate in program presentations and recruitment efforts within the institution designed to inform inmates of the program.

Additionally, the Contractor will make available a hand-out describing the program and the transition to continuing care. The hand-out will emphasize inmate participation in continuing care. This hand-out must be approved in writing by a designated CDCR Manager. The Contractor will work in partnership with the Institution and the inmates to create motivational signs/posters to be placed at various locations throughout the institution. Whenever possible, inmates participating in the SAT will be allowed and encouraged to create/draw the motivational signs/posters.
L. Progress Reports

The Contractor shall submit monthly progress reports, via e-mail, of all program activity during the previous month to CDCR on or before the 15th of the following month. The monthly report format will be provided by CDCR. CDCR may modify the month report as needed.

Note: All information, reports, writings, summary documents or press releases shall be reviewed and approved by CDCR’s Office of Public and Employee Communications (OPEC), prior to dissemination. The Contractor shall consult with CDCR’s OPEC, through the OSATS Program Manager, in the development of any data or material to be released to the public, news media or other professional groups.

M. General Responsibilities

1. SAT Contractor is responsible to:
   a. Develop, establish, and operate a SAT serving an ongoing population of inmates according to requirements as outlined in this Agreement;
   b. Work cooperatively with representative of CDCR, OSATS, Institutions Division, institution custody staff, Division of Adult Parole Operations, SASCAs, and community-based providers;
   c. Place paramount importance on the safety and security of the staff and inmates;
   d. Work in conjunction with the CC III for appropriate placements;
   e. Ensure that staff is available for individual interviews during site visits, contract compliance reviews, and performance evaluations; and
   f. Follow all CDCR policies and procedures in the delivery of the contracted services.

III. Resumes, Job Descriptions, Duty Statements

A. Staffing Requirements

The Contractor shall be responsible for recruiting, training, supervising, and maintaining qualified staff necessary for the operation of the SAT.

1. New Employee Orientation

   New hires by the Contractor program shall receive the initial orientation to CDCR laws, regulations, policies and procedures equivalent to the orientation training required of new CDCR employees pursuant to Title 15 CCR Section 3435. New staff will attend this training, provided by the Institution, within 60 days of hire and prior to leading group and counseling sessions without supervision. Upon arrival of new contract staff, the OSATS CC III, or designee, shall provide an informal orientation to include an overview of CDCR policies and procedures.

2. Cross Training

   CDCR will provide, through a variety of resources, an initial cross-training, as well as ongoing training, in an effort to support and ensure a clear understanding
of the various roles and responsibilities that the SAT and CDCR staff will have within the facility. The Cross-Training is funded by CDCR and all Contractor staff must attend. Travel costs associated with this training are the responsibility of the Contractor. Cross Training events may be held off-site or on-site on an annual basis. They are scheduled by the training consultant in collaboration with the CC III, the Contractor’s Program Director, and the OSATS Program Manager.

3. Staff Training

a. Certification

Supervising Counselors and Journey Level counselors must be FACT certified in substance abuse counseling, or have other certification recognized by the California Department of Alcohol and Drug Programs (ADP) at the time of hire.

Within 18 months of employment, all Entry Level Counselors and Transition/Continuing Care Counselors must obtain a FACT certification, or other certification recognized by ADP.

In the event any employee of the Contractor not specifically listed above, including the Program Director, will be providing direct services, that employee must obtain a FACT certification, or other certification recognized by ADP.

A list of certifications recognized by ADP can be found at http://www.adp.ca.gov/Licensing/LCBhome.shtml.

b. Workforce Development Academy (WDA)

All Contractor staff must attend the WDA. The University of California, San Diego (UCSD) Center for Criminality and Addiction Research Training and Application will administer the WDA. This will ensure consistency of treatment through training in TC and CBT or other approaches required by CDCR. The Contractor will be expected to participate in the ongoing evaluation of the WDA. To ensure that WDA learning is transferred to the work site, the Supervisory/Management staff will be expected to provide, upon return from each session, structured opportunities for participants to learn while on the job.

CDCR will provide the necessary funding directly to UCSD for the WDA. The Contractor is required to reimburse staff for travel costs to attend the WDA or other trainings required by CDCR, the Contractor, or the Institution. (See Section III Resumes, Job Descriptions, Duty Statements, Subsection A Staffing Requirements, Number 5 Travel To and From Required Meetings and the WDA for additional information)

c. Motivational Interviewing

All Contractor staff must attend Motivational Interviewing Training provided by UCSD. Motivational Interviewing is a directive, client-centered counseling style for eliciting behavior change by helping clients to explore and resolve ambivalence. Motivational Interviewing consists of asking open ended questions, making simple and complex reflections, affirmations, summaries, detecting
change talk, capitalizing on ambivalence, rolling with resistance, measuring motivation, and a multitude of other skills.

d. Additional Training

The Contractor staff shall attend conferences, workshops, symposiums, etc. This will ensure all contract staff are trained in current substance use disorder treatment trends.

The Contractor shall ensure and document that all staff receive training in the delivery of the treatment model for which they are assigned (CBT or CBT-TC Intensive), including training in the use of the Thinking for a Change 22 week curriculum. Also, the Contractor shall provide internal cross-training for all staff to ensure familiarity with the various modalities and staff collaboration as well as overall support of the entire SAT.

One (1) day each month should be set aside for staff training. These trainings should include staff meetings and they should provide a balance of training of the treatment CBT or CBT-TC Intensive models, additional clinical information, and teaching techniques. A portion of this day would also be utilized for teambuilding exercises. Other than the one (1) day per month of training mentioned here, Contractors must attempt to schedule all other training without disrupting normal program delivery. Exceptions must be approved in advance (in writing) by the OSATS Program Manager and the CC III, at least 72 hours prior to the event.

e. Prescriptive Technical Assistance Services

To support ongoing program improvement, the Contractor will be required to attend training provided by contracted Technical Assistance (TA) consultants. The TA efforts are to address needs identified during OSATS PAR visits. If specific needs have not been identified during these visits, the Contractor will work cooperatively with the TA consultants and the OSATS Program Manager to determine appropriate TA needs. Approval from the OSATS Program Manager must be obtained before the TA consultants provide services.

4. Required Meetings

The Contractor will be required to have staff representation at various meetings with the Division of Adult Programs staff and others throughout the term of the Agreement. The Program Director’s attendance is required at Steering Committee Meetings at the institution.

5. Travel To and From Required Meetings and the WDA

All travel and/or per diem costs associated with the WDA and required meetings shall be reimbursed by the CDCR at rates not to exceed those approved by the Department of Personnel Administration for non-represented employees and with the Contractor’s budgeted line item for travel. All efforts will be made to hold sessions at locations within reasonable driving distance from all project sites. Staff attending required meetings and/or trainings must be reimbursed for travel costs.
Any travel costs associated with these meetings shall be budgeted in the SAT budget.

**Note:** Employees may not claim meal or lodging expenses within 50 miles of their headquarters or their primary residence. If travel is required outside of the 50 mile radius as described above, the employee is entitled to reimbursement for travel related costs.

6. Caseload Requirements

The primary caseload of each Journey Level and Entry Level Counselor shall not exceed 18 participants. This ratio is necessary for sufficient staffing to accomplish the required treatment. The actual allocation of caseloads assigned to program staff is at the discretion of the program administration. Process groups and other sessions of treatment will be staffed at an eighteen to one (18:1) ratio unless a prior written exception is made by OSATS. Continuing failure to meet the stated ratios may result in sanctions (See Section V Standard Conditions, Subsection E Sanctions for Non-Compliance). It should be noted that, 100% of the projected time equates to one (1) full-time position. Contractors having more than one (1) Agreement shall not use full-time staff members for other contracts.

7. Position Classifications

While the Contractor may establish a variety of position classifications and job titles to accomplish the work to be performed, the following staff positions shall be included:

a. Program Director (full-time);
b. Counselor Training Coordinator (full-time);
c. Supervising Counselor (full-time);
d. Transition/Continuing Care Counselor (2 full-time);
e. Journey Level Counselor (at a 18:1 caseload ratio); and
f. Entry Level Counselor (at a 18:1 caseload ratio)

The number of positions will vary according to the SAT population. Position descriptions and minimum qualifications for these positions shall conform to the requirements below; however, actual classification names may vary.

Minimum required salary ranges shall be strictly adhered to. The Contractor must pay staffed positions within the defined salary range for their established pay periods.

Invoices must identify the position titles as represented in this Agreement. Contractor working titles are allowed. Additionally, position numbers must be established for all positions listed in the Contractor’s budget.

8. Duty Statements

The Contractor shall be required to have duty statements for each position funded by this Agreement. These duty statements will break down the total work
required for each authorized position. For all positions, the bidder must have on file duty statements which must at a minimum identify the following:

a. Assigned position title;
b. Staff name (if known);
c. Minimum qualifications and experience;
d. Desirable characteristics;
e. Lines of reporting authority required and assigned to the position;
f. Position title(s) and number of staff to be supervised (if applicable); and
g. Description of the responsibilities and duties/tasks to be performed.

All contractor staff working at the Institutions must meet the security requirements for admission to an institution and obtain the approval of the Warden or designee. Staff may include ex-offenders and ex-addicts; however, they must be successfully discharged from parole or probation supervision for at least three (3) years and in recovery for at least three (3) years as evidenced by the absence of drug or alcohol related arrests or convictions. Exceptions to these requirements or higher minimums may be made at the discretion of the Warden or designee. Additional requirements for the employment of ex-offenders are included in Exhibit D – CDCR Special Terms and Conditions.

Note: Title 15, CCR, Section 3400 states that CDCR employees shall not engage in undue familiarity with inmates, parolees, or friends and family of inmates and parolees. Title 15, CCR, Section 3415 extends the applicability of CDCR rules and regulations to employees of other agencies. Therefore, discussions between Contractor staff and inmates, parolees, and friends and family of inmates and parolees should be helpful, empathetic, professional, and in accordance with these regulations.

9. Qualifications and Responsibilities

The minimum qualifications and responsibilities for the positions required under this Agreement are listed below. Exceptions to the minimum qualifications will be made only upon written approval from the OSATS Deputy Director or the designee.

a. Program Director (full-time) – this person shall:

1) Possess either one of the following requirements:
   - A Masters Degree in the Social Sciences or related fields and at least one (1) year of administrative experience working in a substance abuse program with criminal justice offenders, or
   - A four (4) year degree in the Social Sciences or related fields and two (2) years of full-time administrative experience.

2) Have working knowledge of substance abuse programs and treatment; relapse prevention; 12-Step programs; cognitive behavioral treatment and the TC model;

3) Be responsible for the evaluation, selection, hiring, and training of the Contractor staff;

4) Monitor program effectiveness;

5) Coordinate invoicing;

6) Secure prior approval from the OSATS Program Manager when ordering supplies and equipment;
7) Submit monthly reports to CDCR Adult Programs;
8) Manage the placement of participants into community-based substance abuse services programs;
9) Be responsible for the overall administration of the day-to-day delivery of SAT services;
10) Work with the CC III and the Warden in the planning, direction and coordination of all SAT related institutional activities;
11) Be on-site during working hours Monday through Friday with the exception of vacation, sick leave, CDCR approved meetings or training or State holidays. (Note: The OSATS Program Manager and the CC III must be notified, one week in advance, of work-related training events, meetings and planned vacation or sick time that will require the Program Director to be off-site);
12) Be available by pager or cell phone in the event of an emergency;
13) Fax to the OSATS Program Manager and provide to the CC III, a monthly calendar containing the Program Director’s schedule prior to the beginning of each month;
14) Ensure that a monthly program services plan is posted for the participants, provided to the CC III and parole staff, and faxed to the OSATS Program Manager prior to the beginning of each month;
15) Be responsible for the overall supervision and oversight of all Contractor staff;
16) Be responsible for fiscal monitoring of contract expenditures;
17) Be responsible for implementation of systems and monitoring to assure Agreement compliance;
18) Review participant case files; and
19) Assure compliance with CDCR policies and procedures.

In the event the Program Director provides direct services to the participants, the Program Director must obtain a FACT certification, or other certification recognized by the ADP.

b. **Clinician - Counselor Training Coordinator (Full Time)** – this person shall:

1) Possess either one of the following requirements:
   - Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, or professional licensed to provide mental health services in California, or
   - Registered Intern eligible for supervised licensure status, and shall be eligible for licensure within two years.
2) Have experience in residential treatment;
3) Provide mental health structured therapeutic services;
4) Coordinate the OMCP in cooperation with the CC III and the Counselor Training Provider – the clinician will be the lead for coordination and delivery of all aspects of the OMCP;
5) Provide mental health treatment services as needed;
6) Provide individual and group counseling;
7) Participate in case conferences;
8) Work in coordination with CC III and the Supervising Counselor in determining continuum of care services for the participants;
9) Develop and maintain the program culture - provides technical oversight and training to SAT Contract staff as appropriate; and
10) Maintain clinical supervision, including development of the ITRP, review of client’s files; and have the ability to perform initial and/or ongoing client assessments.
c. **Supervising Counselor (Minimum salary is $23.00/hr)** – this person shall:

1) Possess either one of the following requirements:
   - A Bachelor’s Degree in Behavioral Sciences or related field and one (1) year experience providing substance use disorder treatment and recovery services to the criminal justice population; or
   - A two (2) year degree and three (3) years experience of full-time experience providing substance use disorder treatment and recovery services to the criminal justice population at a responsibility no less than a journey level counselor.
2) Be FACT certified in substance abuse counseling, or have other certification recognized by the ADP at time of hire;
3) Have working knowledge of substance abuse programs and treatment, relapse prevention, 12-Step programs, cognitive behavioral/behavior modification treatment techniques, and TC model;
4) Have documented verifiable supervisory experience that includes supervision of all Entry Level and Journey Level Counselors;
5) Have the oversight and monitoring responsibilities of SAT record keeping (i.e. inmate files, staff training files, rosters, etc.);
6) Track all SAT participants (i.e. names of all inmates in the program, counselors assigned to inmates, stage of program participation, etc.);
7) Provide input to employee evaluations;
8) Provide training to counseling staff;
9) Monitoring and scheduling of individual and group activities;
10) Debriefing counselors on treatment process;
11) Monitor treatment plan development;
12) Supervise seminar scheduling;
13) Implementing and monitoring program educational activities;
14) Coordinate the substance abuse services;
15) Be responsible for the scheduling of all inmates into SAT activities;
16) Direct the Entry and Journey Level Counselors in the implementation of the plan for provision of services;
17) Act as the liaison with departmental custody and classification staff;
18) Participate in inmate classification hearings as needed;
19) Supervise the administration of the introduction and assessment processes of all inmates arriving at the SAT;
20) Supervise the Entry and Journey Level counselor’s activities; and
21) Be responsible for the secure storage of participant records and participant case files.

d. **Transition/Continuing Care Counselor (Minimum salary is $21.00/hr)** – this person shall:

1) Possess either one of the following requirements:
   - A minimum of an Associate Degree in social work or related field and two (2) years of experience within substance use disorder treatment and recovery services to the criminal justice population, or
   - Four (4) years of experience as a certified counselor providing transitional services.
2) Obtain a FACT certification or other certification recognized by ADP within 18 months of employment.
3) Provide information and guidance to participants;
4) Assists inmate participants in completing the appropriate forms regarding the continuing care phase of the substance abuse program services;
5) Works in cooperation with the Contractor’s Counselors, Parole Agent II, the SASCA representatives, the community-based service providers and the inmate participant for the development of the COMMUNITY SERVICE PLAN, as described herein.

e. **Journey Level and Entry Level Counselor** (Minimum Salaries: Journey Level Counselor is $19.00/hr and Entry Level Counselor is $17.00/hr) – this person shall:

1) Possess high school diploma or its equivalent. Additionally, the Contractor shall establish minimum competencies for the Journey Level and Entry Level Counselor positions that provide face-to-face services to inmates participating in the SAT. Competencies shall be expressed in terms of knowledge, skills, abilities, experience, and education;
2) Have a minimum of one (1) year experience providing substance use disorder treatment and recovery services to the criminal justice population and a FACT certification or other certification recognized by ADP, at the time of hire (Applies only to all Journey Level Counselors);
3) Obtain a FACT certification or other certification recognized by ADP within 18 months of employment (Applies only to all to Entry Level Counselors);
4) Be responsible for the delivery of SAT services to the inmates participating in the TC and CBT programs;
5) Not have a primary caseload that exceeds 18 participants (18:1 ratio participant to counselor);
6) Conduct group and individual meetings;
7) Evaluate the progress of the participants assigned to their substance abuse program services groups;
8) Work directly with the inmates to develop and implement a treatment service plan;
9) Coordinate with the Transition/Continuing Care Counselor to develop a Community Services Plan for continued community substance abuse program activities; and
10) Work with the inmate participant to create a support network for the participant’s pending return to the community.

10. **Counselor Characteristics and Expectations (ALL LEVELS)**

A counselor’s personal characteristics and the strength of therapeutic relationship have proven time and again to be the most important components of effective treatment (Milkman & Wanberg, 2006). Regardless of the treatment model, a counselor’s ability to provide genuine warmth, empathy, and honest sensitivity are essential for facilitating positive change in clients. Counselors are expected to model and demonstrate positive social behavior. Counselors are expected to provide offenders with frequent reinforcement and acknowledgement for positive behaviors as well as consistent and predictable feedback for negative behavior. This includes reporting violations to correctional staff.
IV. Licenses, Permits and Certification Requirements

A. Organizational Qualifications/Requirements

Non-profit and profit corporations, agencies, businesses, associations, public entities, or governmental organizations may submit bids in response to this Agreement. The bidder must be qualified to do business in the State of California.

1. Organizational and Administrative Staff Experience/Knowledge

The bidder must, at the time of the response to this Agreement, submit verifiable documentation to confirm that the organization’s experience meets the following qualifications:

The Contractor must be an organization that has had experience in the administration of previous contracts, grants and/or awards for substance abuse program services within a correctional setting and/or facility such as a State or Federal Prison, Community Correctional Facility, County Jail facility, or a residential substance abuse program. Organization is defined as an entity directly responsible for delivery of services for at least 51 percent of the funding. Administrative experience includes all administrative functions of a project, including fiscal, accounting, budgeting, personnel and contract/grant management.

The documentation submitted must describe the organization’s experience and must include references that will confirm the experience being described. The bidder shall submit contact information for the references, including the telephone numbers of the references.

The organization’s experience will be confirmed prior to consideration of the organization’s bid. Bids submitted by organizations who do not meet the qualifications will not be considered.

2. Organizational Structure

The Contractor’s organizational structure must be able to fully staff, support and operate a program that is geographically remote from its administrative headquarters.

Upon execution of the Agreement, the Contractor shall provide two (2) organizational charts. The initial chart shall reflect the overall corporate structure and chain of command. The second chart shall reflect the program structure and shall include all organizational relationships (including subcontractors, if utilized). The charts shall be updated quarterly and submitted to the OSATS Program Manager. Additionally, non-profit organizations must submit, upon execution of the Agreement, a current list of its Board of Directors, including names and contact information.

The Contractor, on the effective date of the Agreement, shall have all systems, amenities and sufficient personnel in place to begin operations.
V. **Standard Considerations**

A. **Expansions/Reductions**

If additional funding is made available during the term of this Agreement, CDCR reserves the right to expand the contracted services, which may include an increase in the number of participants. If the contracted services are expanded, the Contractor shall be permitted to increase staffing levels proportionately and consistently with the original Agreement. Expansions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

CDCR reserves the right to reduce the contracted services, which may include a decrease in the number of participants or an adjustment in the length of treatment for each participant. If the contracted services are reduced, the Contractor shall be permitted to decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

An adjustment to the final Agreement rate may be achieved by an Agreement amendment if there is a change in either the size and/or location of the SAT and/or the State establishes a new rate based on legislative approval.

B. **Multiple Bids**

If the bidder submits multiple bids, each bid is required to be completed and submitted separately. Each bid will be considered stand-alone. Any economy of scale savings reflected in the Budget Proposals for each bid may be lost if the bidder is awarded only one Agreement. In this case, the bidder will absorb any increased costs as a result of not realizing economy of scale savings.

Although bidders may submit bids for all sites, no single bidder will be awarded more than three (3) contracts to provide in-prison substance abuse treatment program services at all 13 CDCR locations offering In-Prison Substance Abuse Treatment Program services. Should one or more bidders be lowest at more than three sites, CDCR will consider all factors, including but not limited to, cost to the State, and/or availability of other responsive bidders and program objectives to determine the winning bid. CDCR reserves the right to award a bidder meeting these criteria the sites and slot size that CDCR has determined are in the best interests of the State.

C. **SAT Housing and Participation**

1. **SAT Housing**

Inmates participating in the SAT are preferably set apart from the general inmate population by means of a physically separate facility or a dedicated housing unit for the exclusive use of SAT participants. It is also preferred that participants are also set apart through common work areas and common work assignments which minimize contact with the general inmate population.
2. SAT Participation

Inmates shall participate in the SAT for approximately 90 days as specified by their individual treatment plans.

The Division of Adult Programs reserves the right to alter the minimum or maximum length of participation of an inmate in the program during the life of the Agreement, without an Agreement Amendment. See also Section V Standard Conditions, Subsection A Expansions/Reductions.

At the conclusion of the SAT, inmates will be released to parole supervision in the community. Admission to the SAT shall be timed with the inmate’s release to parole to facilitate transition to community-based substance abuse program services. CDCR may approve, due to special inmate population needs, a shorter or longer duration of SAT services than is specified herein. Exceptions shall be at the sole discretion of the OSATS Deputy Director or the designee.

Each participant is expected to attend a minimum of 16.25 hours per week of individual and group treatment. The participant is also to participate in one-on-one sessions at least monthly and the one-on-one will be a minimum of an hour.

Activities that involve contract staff will be scheduled Monday through Friday during the participants’ waking hours. The Contractor shall schedule activities so that they are available to allow each participant to meet the mandatory 16.25 hours of treatment per week. The Contractor’s hours of operation and each participant’s individual treatment schedule should reflect and accommodate other activities such as education, vocation, work assignments, medical appointments, etc., as well as other institutional considerations to ensure the mandatory minimum 16.25 hours of treatment are provided to each participant. Variations in this schedule will be considered but must be approved by the OSAT, Deputy Director.

Any group, which engages participants in addressing the values and behaviors contributing to substance abuse and criminality, shall be small enough, as evidenced on group activity rosters, to promote the participation and safety of the participants. Justification and a written approval according to CDCR policy will be required prior to programming any group of this type with more than 18 participants.

The number of participants may vary in the following groups; however, these groups shall be small enough to promote learning and allow for positive interaction among the participants.

- Substance Abuse Education
- Cognitive Behavioral Meetings
- Didactic Groups
- Experiential Groups
- Seminars
- Community Meetings
- Social and Recreational Activities
- Group Presentations

All activities must have a Contractor program staff person physically present at all times. Participation is recorded on group activity rosters. The Contractor is
responsible for accurately recording participant’s daily attendance according to program utilization tracking procedures developed by CDCR.

An up to date monthly program schedule of activities must be posted for participants to view and a copy must be provided to the OSATS Program Manager, CC III, and the other CDCR staff assigned to the program on the first day of the month.

D. Failure To Perform Services

To determine if contract standards and/or departmental/institution policies and procedures are adhered to and maintained, OSATS will routinely evaluate the work performance of all the SATs. Any Contractor who fails to adequately perform the services under the terms of this Agreement and CDCR policies and procedures shall not be permitted to continue to perform services. CDCR shall state in writing the reasons the Contractor does not meet the contract standards and/or CDCR policies and procedures and CDCR shall not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance. The Contractor is required to comply with any Corrective Action Plan (CAP) issued as a result of a performance evaluation.

Failure to provide and/or improve services within the time frame established in the Corrective Action Plan may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

E. Sanctions For Non-Compliance

Programs will be evaluated for compliance by various methods (PAR, data, etc.). Should a Contractor be found to be out of compliance, the Contractor is subject to the following sanctions;

1. Mandatory Technical Assistance in the form of training through UCSD (or other consultant identified by CDCR) with a CAP.
2. In-depth program assessments with a CAP to remedy deficiencies.
3. Contractors will reimburse the State for costs incurred by their failure to perform.
4. Immediate fiscal audit of the program.
5. Immediate program services audit by CDCR and any consultant utilized by CDCR for this purpose, with costs charged to the Contractor.
6. A 10% reduction of the invoices until the CAP has been addressed to the satisfaction of CDCR.
7. Elimination of the Contractor’s ability to collect the Operating Reserve/Contingency Fund until the CAP has been addressed to the satisfaction of CDCR.
8. Costs of Technical Assistance charged to Contractor.
9. Termination of the Agreement.

F. Staffing Plan

A Staffing Plan shall be submitted to the OSATS within seven (7) days of the effective date of the contract. The Staffing Plan will address not only the Contractor’s ability to
staff the SAT fully within 30 days of the effective date of the contract, but also the ability to train (i.e. Cross-Training, CDCR New Employee Orientation, Contractor’s In-Service Training, etc.) staff within 60 days of the effective date of the Agreement. The plan will address their ability to staff the SAT at the level necessary to continually meet contractual obligations. Specifically, it must address contingencies for any and all occurrences where there may be a staffing shortage or other operational emergency. Revisions must be approved by CDCR prior to implementation and become in full force and effect upon written approval by CDCR. The Contractor’s Staffing Plan shall be maintained throughout the term of the Agreement, and updated at least annually, unless more frequent updates are requested by OSATS.

G. Hiring

In order to acquire the proper qualification and security clearances, all staff positions must be pre-approved in writing by the CC III and the OSATS Program Manager. Until the Contractor obtains written approval by OSATS, no work or offers of employment to work on this Agreement can be made. The Contractor must submit the following items for consideration and approval when hiring staff:

- The potential staff person’s resume;
- The position specifications which shall include a statement of duties for the position, with the minimum qualifications stated in terms of experience, knowledge, skills and abilities necessary to carry out duties of the position; and
- CDCR Hiring Approval Form. (Attachment 5)

H. Vacancies

All positions must be identified with a “position number” assigned by the Contractor during the billing process. When a position becomes vacant, the Contractor must immediately provide the name, title, and position number of the vacancy to the OSATS Program Manager, the CC III, and the appropriate institution staff.

All vacant positions shall be filled within 90 calendar days. If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond the Contractor’s control, the Contractor shall ensure that experienced temporary personnel are made available within 48 hours and shall remain until the hiring process is completed. The part-time or temporary qualified staff may fill the vacant position for up to 90 days. This will allow the time necessary to recruit and hire new staff to fill this vacant position on a permanent basis. If vacancies are not filled within 90 days, a letter of “non-compliance” and/or a Corrective Action Plan may be issued. (See Section V Standard Conditions, Subsection E Sanctions for Non-Compliance)

Note: The Program Director is responsible for retrieving the CDCR Identification Card from former employees. The Program Director is then responsible to turn over the cards to the CC III.
I. Program Closures

Any program closures, other than State holidays and the one day per month of training, must be approved, in writing, by the OSATS Program Manager and the CC III, at least 72 hours prior to the closure.

1. Holidays

The following holidays are currently observed by CDCR and are subject to change:

- New Year’s Day
- Independence Day
- Martin Luther King, Jr. Day
- Labor Day
- Lincoln’s Birthday
- Veteran’s Day
- Washington’s Birthday
- Thanksgiving Day
- Cesar Chavez Day
- Day after Thanksgiving
- Memorial Day
- Christmas Day

2. During a Lockdown

Contractor staff is expected to report to work and keep normal work schedules at the SAT. If a lockdown occurs, Contractor staff must continue to work their normal hours, unless directed by the institution to vacate the premises.

J. Resignation, Reassignment, or Dismissal

The Contractor shall report in writing and submit copies to the CC III of any resignation, reassignment, or dismissal of personnel within seven (7) calendar days of separation from employment or assignment change.

VI. CDCR Responsibilities

A. Inmate Screening, Referral, and Recruitment

CDCR staff is responsible for screening and referral of inmates to the SAT. Outreach and recruitment efforts may also be conducted within reception centers. The CDCR CC III shall assist the institution and coordinate the process of referrals to openings within the institution.

As openings become available within the SAT or in nearby housing units within the institution, inmates shall be referred to these openings by CDCR staff. The CC III will establish and maintain a waiting list.

B. General Responsibilities

OSATS shall retain administrative responsibility for this project and will serve as the primary liaison between the SAT Contractors, CDCR Headquarters/Regional staff, CDCR Institution staff, CDCR Parole staff, and other Contractors. CDCR shall facilitate Contractor access to inmate institutional records, where appropriate. Upon award of the Agreement, CDCR may facilitate mutual adjustments or modifications of
procedural and operational details to ensure the most effective substance abuse
service program. All institutional protocols or revisions shall be reviewed and
approved by CDCR Adult Programs, institutional staff, and parole region management
prior to implementation.

1. OSATS is responsible for:

a. Administering and monitoring the Agreement for the in-prison and
   community-based substance abuse program services;

b. Conducting quality assurance program reviews (currently the PAR)
   throughout the duration of the Agreement;

c. Maintaining communication between the institutions, SASCAs, parole field
   units, and CBPs;

d. Serving as the primary liaison between the Contractor and participating
   agencies and representatives;

e. Facilitating Contractor access to other institutions, parole field units, and
   participant records, when necessary and where appropriate;

f. Providing technical assistance to the Contractor and institutional staff
   regarding the program operation as needed;

g. Assigning an OSATS Program Manager to conduct site visits, meet with
   contractor staff, various training events, and to meet with CDCR field staff.
   Site visits will be conducted to assist with evaluation of the effectiveness of
   the program, to ensure Agreement compliance, to provide support and
   assistance to the Contractor in meeting Agreement goals, and to document
   problems which may result in a Corrective Action Plan. Unannounced visits
   may also be conducted at any time during the life of the Agreement;

h. Providing prior written approval for the hiring of all Contractor staff and the
   ordering of supplies and non-expendable equipment.

i. Assigning a CC III to be located at the institution as the primary liaison
   between the Contractor and the Institution. The CC III ensures placement of
   the appropriate inmates within the SAT and addresses safety, security, and
   program issues. Additionally, the CC III coordinates institution required
   training for the Contractor’s staff, cross-training, and ongoing Steering
   Committee Meetings; and

j. Assigning Adult Programs parole staff to be stationed at each institution.
   The parole staff will serve as the primary liaison between the SAT
   Contractor and the SASCAs, and assist in the coordination of the placement
   of SAT participants into SASCA community based substance abuse
   program services. The parole staff will assist in the determination of the
   appropriate program relative to the parole supervision needs of the offender.
   In order to ensure a smooth transition of participants from custody to parole,
   the parole staff will be available to the SAT participants for one-to-one
   meetings on a weekly basis, and for group presentations on a monthly
   basis, in coordination with the Contractor staff during the orientation and re-
   entry phases of the program. CDCR parole staff will provide current
   information on the transition to SASCA, the SB 1453 Program, or other
   CDCR programs, as applicable. CDCR staff will provide support to the
   Contractor staff in the planning, placement and retention of program
   participants in community based substance abuse programs.
2. CDCR Institution Staff is responsible for:
   a. Screening and placement of inmate participants in conjunction with the OSATS CC III into the SAT;
   b. Providing initial orientation and training to all contracted staff;
   c. Providing annual training or updates with consideration of modalities relevant to the effective management of inmates pursuant to CDCR laws, rules, policies and procedures;
   d. Providing the Contractor space within the institution, this includes group rooms, staff office space, office supplies and storage space, resource rooms and secure file storage. Space will also be provided for telephone lines, facsimile (fax machine) lines with the cost being reimbursed to the institution through this Agreement;
   e. Monitoring inmate behavior in all areas within the institution;
   f. Administration of a random urine-testing program directed at all inmates housed within the SAT; and
   g. Regarding the Inmate Clerks and Peer Mentors:
      • The Warden or the Warden’s designee and the CCIII shall approve each inmate who is utilized as a clerk or a peer mentor and
      • The Warden and the Contractor shall annually evaluate continued participation of each inmate as a clerk or a peer mentor in the program.

3. Regional SASCAs:

   CDCR has designated four SASCAs in regions throughout the state. The SASCA shall perform the following functions, as well as all other requirements contained within the SASCA contracts:

   a. Consult with the Contractor and the assigned parole staff on community placement options during the transition planning process. Arrange placements and effective transition of the SAT participants with community-based providers;
   b. Work cooperatively with local parole and the CDCR Parole staff. Inform the Agent of Record of any change in status of treatment within 24 hours;
   c. Provide data as required for SASCA community-based substance abuse services; and
   d. The SASCA Contractor shall provide or arrange for transportation for participants transitioning from prison to community residential facilities. It is preferable that transportation be provided directly from the prison.
C. Additional CDCR Responsibilities

1. Provide computerized information tracking system for participant and program data.

2. Provide a database which tracks all participants through all program phases and interventions.

VII. CDCR Contact Information

A. Billing/Payment Issues
   Headquarters Accounting Office
   Phone Number (916) 255-2042

B. Scope of Services/Performance Issues
   Office of Substance Abuse Treatment Services
   Phone Number (916) 322-1453

C. General Agreement Issues
   Office of Business Services
   Phone Number (916) 255-5624