

A G R E E M E N T

THIS AGREEMENT is made and entered into this 22nd day of March, 2011, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and B.I. INCORPORATED, a corporation, whose principal address is 6400 Lookout Road, Boulder, CO 80301, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR each are a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

W I T N E S S E T H:

WHEREAS, COUNTY desires a qualified vendor to operate a Day Reporting Center, hereinafter referred to as "DRC," for youthful offenders as defined in Request for Proposal (RFP) #952-4867; and

WHEREAS, CONTRACTOR represents that it is qualified, willing, and able to operate a DRC, and has offered to operate a DRC for the COUNTY, as provided herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall establish and operate a DRC for youthful offenders in facility space as designated by COUNTY'S Probation Department at 2212 N. Winery, Suite 122, Fresno, CA 93703. The target age group is 18 to 25 years of age; however, older offenders may be considered for the program based upon the success rate as defined in Senate Bill 678. The COUNTY reserves the sole right to set the target population parameters.

B. Said DRC shall become operational within 60 days of the start of the contract term and maintain a minimum of fifty (50) slots for youthful offenders that are on felony probation in lieu of prison and provide individualized evidence-based programming. The DRC program shall include an aftercare component, which is not a part of the fifty (50) slots.

C. Hours of Operation. The DRC shall be able to provide monitoring and

1 treatment services seven (7) days a week, excluding County Holidays (New Year's Day, Martin
2 Luther King Day, Presidents' Day, Caesar Chavez Day, Memorial Day, 4th of July, Labor Day,
3 Veteran's Day, Thanksgiving Day, and Christmas Day), with office hours that can accommodate
4 the work schedules of the clientele. The minimum hours of operation will be Monday – Friday,
5 8:00 a.m. to 8:00 p.m. as well as a minimum of four (4) hours of operation on Saturdays and
6 Sundays.

7 D. CONTRACTOR is responsible for the security of its operation and shall
8 ensure the DRC facility is secure by providing adequate supervision during hours of operation.
9 CONTRACTOR shall also adhere to Probation Department protocols related to access of secured
10 building areas, key control, alarm/door code access, and all other security protocols.

11 E. All CONTRACTOR'S staff assigned to the DRC must undergo and pass a
12 criminal history background check conducted by the Probation Department prior to assignment to
13 the DRC.

14 F. CONTRACTOR shall have an individualized case plan for each DRC
15 participant based on the Risk Assessment provided by the Probation Department.

16 G. DRC programming shall include but not be limited to: daily check-ins,
17 random drug testing, job skills training/placement, substance abuse counseling, anger
18 management, family and parenting counseling, educational services/GED, life skills, relapse
19 prevention, and mental health assessment. Staff providing direct services will meet minimum
20 state certification requirements for each specific discipline, i.e., substance abuse counseling,
21 family and parenting counseling, and mental health assessment. Programming provided must
22 use evidence-based cognitive behavior therapies, addressing criminogenic needs and be
23 designed to reduce recidivism. The COUNTY reserves the right to negotiate curriculum and
24 programming selection.

25 H. CONTRACTOR shall track the program completion graduation rate, as well
26 as the assessment scores upon entry vs. exit of the program.

27 I. Reports. Monthly progress reports on each participant in the DRC program
28 shall be turned in to the assigned Deputy Probation Officer by the tenth (10th) of the month.

1 Information to be included in the progress report shall include, but not be limited to: 1) phase
2 participant is in and progress made within that phase; 2) services participant received; 3) staff
3 assessment of treatment progress; and 4) progress towards meeting case plan goals and
4 recommendation for continuing, modifying, or discontinuing program. When a participant is
5 discharged from the program for reasons other than a graduation, a discharge report shall be
6 completed and sent to the assigned Probation Officer. This report shall include, but not be limited
7 to: 1) name and date of birth; 2) history in the DRC, including compliance and non-compliance
8 within the various program components; 3) phase at time of discharge; and 4) date of termination
9 and reason.

10 J. DRC staff shall immediately notify the assigned Deputy Probation Officer of
11 any problems that would jeopardize public safety or the participant's continuation in the DRC
12 program. Problems shall include but not be limited to: failure to report and follow daily schedules,
13 failure to participate in required activities, new arrests, positive test for drug or alcohol usage, and
14 other behaviors that might pose a public risk.

15 K. CONTRACTOR'S staff assigned to the DRC shall maintain directories of
16 resources that offer forms of assistance to the program participants. Staff shall be familiar with
17 eligibility criteria and application procedures assisting with rapid referral and placement of
18 offenders in such programs.

19 L. CONTRACTOR is responsible to provide all staffing, equipment, services
20 and supplies to operate the DRC, including but not limited to all furniture, computers, telephone,
21 copy machine and FAX equipment and related charges.

22 M. CONTRACTOR is responsible to pay for any repairs due to damage, other
23 than normal wear and tear, done to the facility by DRC staff or clients.

24 N. Additionally, without limiting the generality of the foregoing provisions of
25 this Agreement, CONTRACTOR shall operate a DRC and fulfill all responsibilities of
26 CONTRACTOR (also described therein by other titles, including, but not limited to proposer,
27 bidder, vendor, or contractor) as identified in COUNTY'S Request for Proposal ("RFP") No.
28 952-4867, dated September 17, 2010 (Attached hereto as Exhibit A and incorporated herein by

1 this reference), as well as Addendum Number One to RFP No. 952-4867, dated October 6,
2 2010 (Attached hereto as Exhibit B and incorporated herein by this reference) and
3 CONTRACTOR'S Response to the RFP, dated October 20, 2010 (attached hereto as Exhibit C
4 and incorporated herein by this reference), all of which shall be attached hereto and
5 incorporated herein by reference and made part of this Agreement. In the event of any
6 inconsistency among these documents, the inconsistency shall be resolved by giving
7 precedence in the following descending order of priority:

- 8 a) to this Agreement, excluding all Exhibits hereto;
- 9 b) to Addendum No. One to the RFP;
- 10 c) to the RFP;
- 11 d) to CONTRACTOR'S Response to the RFP and Addendum No. One.

12 A copy of this Agreement shall be retained and made available during the term of
13 this Agreement by COUNTY'S Probation Department Contract Coordinator, as designated by
14 the Chief Probation Officer or designee.

15 2. OBLIGATIONS OF THE COUNTY

16 A. COUNTY'S Probation Department will designate and provide space to
17 CONTRACTOR to establish and operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA
18 93703 under the terms and conditions of this Agreement. Attachment A of RFP #952-4867
19 (Exhibit A) delineates DRC space, Probation space, and shared space at this location.

20 B. COUNTY'S Probation Department will pay the lease, which includes
21 janitorial services and restroom supplies, as well as pay for water/sewer/garbage and utilities
22 (PG&E) costs.

23 C. The Fresno County Probation Department shall conduct background
24 checks on all personnel which CONTRACTOR will assign to work at the DRC, at 2212 N.
25 Winery, Suite 122, Fresno, CA 93703. The background check will be conducted at the
26 Probation Department's expense. The Probation Department shall immediately notify
27 CONTRACTOR if CONTRACTOR'S employee is found to be unacceptable for admission into
28 this facility.

3. TERM

This Agreement shall become effective on April 1, 2011 and shall terminate on March 31, 2016.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by COUNTY, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and

1 CONTRACTOR agrees to receive compensation for the services provided pursuant to this
2 Agreement as follows: COUNTY shall pay CONTRACTOR Four Hundred Thousand Dollars and
3 No/100's Dollars (\$400,000) per contract year (April 1st through March 31st) paid in equal monthly
4 installments.

5 CONTRACTOR shall submit monthly invoices in triplicate to the COUNTY'S
6 Probation Department. The dollar amount shall be one-twelfth (1/12th) of the \$400,000 funding
7 level (\$33,333.33). The invoice shall also include the following information: 1) current number of
8 participants enrolled in the DRC; 2) number of participants who entered the program during the
9 month; 3) number of participants who exited the program during the month, indicating how many
10 graduated and how many were terminated without graduation.

11 In no event shall services performed under this Agreement be in excess of
12 Two Million (\$2,000,000) and No/100's Dollars during the term of this Agreement. It is understood
13 that all expenses incidental to CONTRACTOR'S performance of services under this Agreement
14 shall be borne by CONTRACTOR. Payments by COUNTY shall be in arrears, for services
15 provided during the preceding month, within forty-five (45) days after receipt and verification of
16 CONTRACTOR'S invoices by COUNTY'S Probation Department.

17 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
18 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
19 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
20 employees will at all times be acting and performing as an independent contractor, and shall act in
21 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
22 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
23 direct the manner or method by which CONTRACTOR shall perform its work and function.
24 However, COUNTY shall retain the right to administer this Agreement so as to verify that
25 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

26 CONTRACTOR and COUNTY shall comply with all applicable provisions of
27 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
28 matters the subject thereof.

1 Because of its status as an independent contractor, CONTRACTOR shall have
2 absolutely no right to employment rights and benefits available to COUNTY employees.
3 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
4 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
5 responsible and save COUNTY harmless from all matters relating to payment of
6 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
7 regulations governing such matters. It is acknowledged that during the term of this Agreement,
8 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
9 Agreement.

10 7. MODIFICATION: Any matters of this Agreement may be modified from time
11 to time by the written consent of all the parties without, in any way, affecting the remainder.

12 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
13 Agreement nor their rights or duties under this Agreement without the prior written consent of the
14 other party.

15 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
16 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
17 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
18 resulting to COUNTY in connection with the performance, or failure to perform, by
19 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
20 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
21 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
22 of CONTRACTOR, its officers, agents, or employees under this Agreement.

23 10. INSURANCE

24 Without limiting the COUNTY's right to obtain indemnification from
25 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
26 force and effect, the following insurance policies throughout the term of the Agreement:

27 A. Commercial General Liability

28 Commercial General Liability Insurance with limits of not less than One

1 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
2 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
3 specific coverages including completed operations, products liability, contractual liability,
4 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
5 necessary because of the nature of this contract.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits for bodily injury of
8 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
9 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
10 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
11 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
12 in connection with this Agreement.

13 C. Professional Liability

14 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
15 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
16 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
17 annual aggregate.

18 D. Worker's Compensation

19 A policy of Worker's Compensation insurance as may be required by the
20 California Labor Code.

21 CONTRACTOR shall obtain endorsements to the Commercial General Liability
22 insurance naming the County of Fresno, its officers, agents, and employees, individually and
23 collectively, as additional insured, but only insofar as the operations under this Agreement are
24 concerned. Such coverage for additional insured shall apply as primary insurance and any other
25 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
26 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
27 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
28 written notice given to COUNTY.

1 Within Thirty (30) days from the date CONTRACTOR signs and executes this
2 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
3 above for all of the foregoing policies, as required herein, to the County of Fresno, Probation
4 Business Manager Greg Reinke, P.O. Box 453, Fresno, CA 93709-0453 stating that such
5 insurance coverage have been obtained and are in full force; that the County of Fresno, its
6 officers, agents and employees will not be responsible for any premiums on the policies; that such
7 Commercial General Liability insurance names the County of Fresno, its officers, agents and
8 employees, individually and collectively, as additional insured, but only insofar as the operations
9 under this Agreement are concerned; that such coverage for additional insured shall apply as
10 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
11 officers, agents and employees, shall be excess only and not contributing with insurance provided
12 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
13 without a minimum of thirty (30) days advance, written notice given to COUNTY.

14 In the event CONTRACTOR fails to keep in effect at all times insurance
15 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
16 suspend or terminate this Agreement upon the occurrence of such event.

17 All policies shall be with admitted insurers licensed to do business in the State
18 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
19 Best, Inc. rating of A FSC VII or better.

20 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
21 business hours, and as often as the COUNTY may deem necessary, make available to the
22 COUNTY for examination all of its records and data with respect to the matters covered by this
23 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
24 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
25 with the terms of this Agreement.

26 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
27 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
28 after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Chief Probation Officer
Fresno Co. Probation Dept.
1100 Van Ness Avenue, 8th Floor
Fresno, CA 93721

CONTRACTOR

Vice-President, Re-Entry & Supervision Services
BI, Incorporated
6400 Lookout Road
Boulder, CO 80301

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

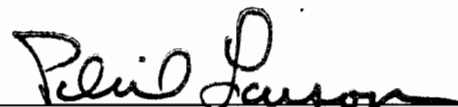
3 **CONTRACTOR**

4 BI Incorporated

5 
6 William Bradley Cooper
Vice-President and Chief Financial Officer

7 Date: 5-24-11

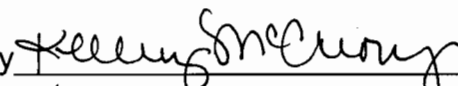
COUNTY OF FRESNO


Phil Larson
Chairman, Board of Supervisors

Date: 3/22/11

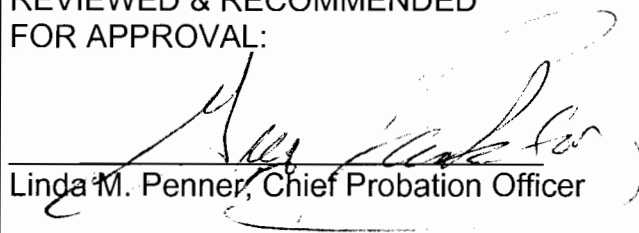
9 ATTEST:

Bernice Seidel, Clerk to Board of Supervisors

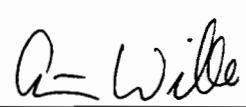
11 By 
12 Deputy

13 **PLEASE SEE ADDITIONAL**
14 **SIGNATURE PAGE ATTACHED**

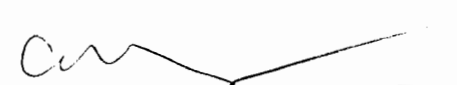
1 REVIEWED & RECOMMENDED
2 FOR APPROVAL:

3
4 
Linda M. Penner, Chief Probation Officer

5
6 APPROVED AS TO LEGAL FORM:
7 Kevin B. Briggs, County Counsel

8 By 
9 Deputy

10
11 APPROVED AS TO ACCOUNTING FORM:
12 Vicki Crow, CPA
Auditor-Controller/Treasurer-Tax Collector

13
14 By 
15 Deputy

16
17
18
19 FOR ACCOUNTING USE ONLY:

20 Org. No.: 34321950
21 Acct. No.: 7295
Fund No.: 0001
22 Subclass: 10000
23
24
25
26
27
28

COUNTY OF FRESNO REQUEST FOR PROPOSAL

NUMBER: 952-4867

ADULT DAY REPORTING CENTER

September 17, 2010

ORG/Requisition: 34300300/ 3431100077

PURCHASING USE
SAWG:\ADMIN\KRAU\2010 ADULT DAY REPORTING CENTER\952-4867
ADULT DAY REPORTING CENTER.DOC

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON OCTOBER 20, 2010.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: Patricia Flaherty, e-mail CountyPurchasing@co.fresno.ca.us, phone (559) 456-7110, or fax (559) 456-7831.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <http://www2.co.fresno.ca.us/0440/Bidshome2.asp> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Proposal Schedule.

1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. **BID PREPARATION:**

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. **SUBMITTING BIDS:**

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. **FAILURE TO BID:**

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. **TAXES, CHARGES AND EXTRAS:**

- A) County of Fresno is subject to California sales and/or use tax (8.975%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

Proposal No. 952-4867

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:

Upon award of bid, the vendor shall submit to County Purchasing, a completed W-9 - Request for Taxpayer Identification Number and Certification if not already a current vendor with The County of Fresno. This form is available from the IRS to complete on line at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

6. AWARDS:

- A) Subject to the local preference provisions referenced in Paragraph 7 below and more thoroughly set forth in the General Requirements section of this RFP/RFQ, award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. LOCAL VENDORS:

A) Local Vendor Preference (applicable to RFQ Process only)

The following provisions are applicable only to the County's acquisition of materials, equipment or supplies through the RFQ process when the funding source does not require an exemption to the Local Vendor Preference.

THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS RFQ TO THE CONTRARY

If the apparent low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the lowest responsive bid as determined by the purchasing agent shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of County's delivery of notification. Such new bids must be in an amount less than or equal to the lowest responsive bid as determined by the purchasing agent. If the purchasing agent receives any new bids from local vendors who have the option of submitting new bids within said forty-eight (48) hour period, it shall award the contract to the local vendor submitting the lowest responsive bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the purchasing agent.

B) Local Vendor Defined

"Local Vendor" shall mean any business which:

- 1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the

County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent; and

- 2. Holds any required business license by a jurisdiction located in Fresno County; and
- 3. Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

8. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of this RFP/RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

9. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

10. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

11. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

Proposal No. 952-4867

12. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

13. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

14. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

15. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

16. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

17. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

18. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code,

California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

19. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

20. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

21. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending

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matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

22. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

23. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be

responsible for all costs incurred as a result of providing the required notification.

24. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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OVERVIEW

The County of Fresno, on behalf of the Probation Department, is seeking a qualified vendor to operate a Day Reporting Center for youthful offenders. The target age group is 18 to 25 years of age; however, older offenders may be considered for the program based upon the success rate as defined in Senate Bill 678. The County reserves the sole right to set the target population parameters. The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for youthful offenders that are on felony probation in lieu of prison and provide individualized evidence-based programming to them. It is possible the program could expand to 75-100 slots. The proposed program shall be six (6) months in length, starting with an intensive first phase and gradually lessening in intensity in subsequent phases. An aftercare program is also desired. It is anticipated the DRC will become operational within 60 days of execution of contract. Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. and Saturdays and Sundays, 8:00 a.m. to Noon. It is anticipated the contract with the selected vendor will be for three (3) years with two (2) automatic renewals.

Programming

DRC programming shall include but not be limited to: daily check-ins, random drug testing, job skills training/placement, substance abuse counseling, anger management, family and parenting counseling, educational services/GED, life skills, relapse prevention, and mental health assessment. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, and mental health assessment.

Programming provided at the DRC must use evidence-based cognitive behavior therapies, addressing criminogenic needs and be designed to reduce recidivism. Respondents to the RFP must demonstrate a comprehensive understanding of these concepts. Interested vendors responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

Location/Space

The Probation Department will provide the vendor with space to operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA 93703. The vendor will be sharing the suite with the Probation Department's Drug Suppression Unit. Approximately 4,000 sq. ft. will be available for the DRC. See attached site map which delineates DRC space, Probation space, and shared space. The DRC entrance is in the Southwest corner of the building and Probation's entrance in the Northwest corner. There is a non-secured parking area for DRC and Probation staff and clients, which is lit at night. The County will be paying the lease, which includes janitorial services and restroom supplies, as well as paying for water/sewer/garbage and utilities (PG&E) costs. The County has a contract for security alarm maintenance and monitoring, which it pays for, and County security checks on the building. The County will be providing space only to the vendor. The vendor will be responsible for providing everything else, i.e., furniture, equipment, supplies, telephones, etc. The vendor will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

The Probation Department has requested the landlord install two locking doors to separate a majority of the Probation space from the DRC space. Probation will have access to both areas in order to utilize shared space such as the staff restrooms, conference and break rooms. DRC will not have access to the Probation areas on the East side of the building. These modifications will be paid for by Probation. The proposed doors will block the hallway in the Southeast corner outside offices 15 and 17 and in the Northeast corner outside offices 4 and 5. See attached site map – Attachment A.

KEY DATES

RFP Issue Date: September 17, 2010

Vendor Conference: **October 4, 2010 at 1:30 P.M.**
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFP: **October 11, 2010 at 10:00 A.M.**
Fax No. (559) 456-7831
E-Mail: CountyPurchasing@co.fresno.ca.us

RFP Closing Date: **October 20, 2010 at 2:00 P.M.**
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as: _____

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within _____ calendar days after signing of the final contract.

Company: _____

Address: _____

Zip: _____

Signed
by: _____

Print Name

Print Title

() Telephone () Fax Number E-mail Address

Date: _____

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

_____ has submitted information identified as Trade
(Company Name) Secrets in a separate marked binder.**

_____ has not submitted information identified as Trade
(Company Name) Secrets.

ACKNOWLEDGED BY:

Signature () Telephone _____

Print Name and Title Date _____

Address _____

City State Zip _____

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration.

The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable for any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.975% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices

are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to the stipulation of the vendor's standard contracts and associated legal documents.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system as proposed or only a portion of the system, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, of the proposed programs.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making

process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Probation Business Manager Greg Reinke, P.O. Box 453, Fresno, CA 93709-0453, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) business days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) business days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) business day period shall commence upon the date that the notification is issued by the County.

SPECIFIC TERMS AND CONDITIONS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On Monday, October 4, 2010 at 1:30 p.m., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Patricia Flaherty at County of Fresno Purchasing, (559) 456-7110, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original, with a *reproducible compact disk enclosed and six (6) copies** of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit one (1) reproducible compact disk (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disk should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disk is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or

interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than October 11, 2010 at 10:00 a.m. Questions must be directed to the attention of Patricia Flaherty, Senior Buyer.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us, faxed to (559) 456-7831 or delivered to County of Fresno Purchasing. If faxing, the bidder must confirm receipt by phone ((559) 456-7110) within one-half (1/2) hour of transmission.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two (2) additional one (1) year periods. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

SCOPE OF WORK

The County of Fresno, on behalf of the Probation Department, is seeking a qualified vendor to operate a Day Reporting Center for youthful offenders. The target age group is 18 to 25 years of age; however, older offenders may be considered for the program based upon the success rate as defined in Senate Bill 678. The County reserves the sole right to set the target population parameters. The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for youthful offenders that are on felony probation in lieu of prison and provide individualized evidence-based programming to them. It is possible the program could expand to 75-100 slots. The proposed program shall be six (6) months in length, starting with an intensive first phase and gradually lessening in intensity in subsequent phases. An aftercare program is also desired. It is anticipated the DRC will become operational within 60 days of execution of contract. Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. and Saturdays and Sundays, 8:00 a.m. to Noon. It is anticipated the contract with the selected vendor will be for three (3) years with two (2) automatic renewals.

Location/Space

The Probation Department will provide the vendor with space to operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA 93703. The vendor will be sharing the suite with the Probation Department's Drug Suppression Unit. Approximately 4,000 sq. ft. will be available for the DRC. See attached site map which delineates DRC space, Probation space, and shared space. The DRC entrance is in the Southwest corner of the building and Probation's entrance in the Northwest corner. There is a non-secured parking area for DRC and Probation staff and clients, which is lit at night. The County will be paying the lease, which includes janitorial services and restroom supplies, as well as paying for water/sewer/garbage and utilities (PG&E) costs. The County has a contract for security alarm maintenance and monitoring, which it pays for, and County security checks on the building. The County will be providing space only to the vendor. The vendor will be responsible for providing everything else, i.e., furniture, equipment, supplies, telephones, etc. The vendor will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

The Probation Department has requested the landlord install two locking doors to separate a majority of the Probation space from the DRC space. Probation will have access to both areas in order to utilize shared space such as the staff restrooms, conference and break rooms. DRC will not have access to the Probation areas on the East side of the building. These modifications will be paid for by Probation. The proposed doors will block the hallway in the Southeast corner outside offices 15 and 17 and in the Northeast corner outside offices 4 and 5. See attached site map – Attachment A.

Hours of Operation

Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. and Saturdays and Sundays, 8:00 a.m. to Noon. The DRC shall be able to provide monitoring and treatment services seven (7) days a week, including holidays, with office hours that can accommodate the work schedules of the clientele. Interested vendors shall confirm agreement to these requirements.

Programming

DRC programming shall include but not be limited to: daily check-ins, random drug testing, job skills training/placement, substance abuse counseling, anger management, family and

parenting counseling, educational services/GED, life skills, relapse prevention, and mental health assessment. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, and mental health assessment.

Programming provided at the DRC must use evidence-based cognitive behavior therapies, addressing criminogenic needs and be designed to reduce recidivism. Respondents to the RFP must demonstrate a comprehensive understanding of these concepts. Interested vendors responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

The vendor shall have an individualized case plan for each program participant based on the Risk Assessment provided by the Probation Department.

Daily Check-ins

Vendor shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the vendor. Initial daily check-ins will be in person. Vendor shall describe in detail, in the Response to RFP, the initial as well as the progression of the check-in process.

Random Drug Testing

Random drug testing shall include at a minimum both urine and breathalyzer testing. The vendor may propose additional types of testing. Vendor shall describe in detail the random drug testing plan/procedure and how positive tests will be handled, including what type of sanctions/treatment plan modifications will be done to address positive tests.

Job Skills Training/Placement

Vendor shall describe in detail their proposed job skills training/placement programming. Vendor shall employ a variety of resources in order to transition program participants into long-term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, résumé writing; skill development, and job placement.

Substance Abuse Counseling/Programming

Programming provided must be evidence-based and designed to reduce recidivism. Lower level alcohol and drug services such as education, prevention, and early intervention services (based on ASAM criteria), shall be provided at the DRC. Intensive outpatient programming will also be offered as determined by the Risk Assessment. Vendors shall describe in detail how they will serve clients that may need alcohol and drug intervention (at all treatment levels, except residential).

Anger Management

Vendor shall describe in detail proposed evidence-based programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate anger before it gets out of control.

Family/Parenting Counseling

Vendor shall describe in detail the evidence-based strategies for incorporating marriage/family/parenting counseling in addressing the participant's criminogenic needs.

Educational Services/GED

Vendor shall describe their educational/GED preparation services in detail. The focus of the educational program shall be to increase the youthful offenders' functional literacy and employment skills. It shall include basic education in reading and math and may include GED preparation, if necessary. There shall be an onsite computer lab that will be utilized as a resource center for clients and as a classroom for courses.

Life Skills

Vendor shall describe in detail their proposed DRC curriculum designed to encourage youthful offenders to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

Relapse Prevention

Vendor shall provide a detailed description of after-care programming designed to maintain a law abiding lifestyle in all phases of criminogenic needs.

Mental Health Assessment

A mental health assessment and treatment referral, if appropriate, shall be completed on each participant by certified/licensed vendor staff or subcontractor. Vendor shall describe the mental health assessment and treatment referral process in detail.

Immediate Notification

DRC staff shall immediately notify the Probation Department of any problems that would jeopardize public safety or the offender's continuation in the DRC program. Problems shall include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk. Vendor shall describe in detail their plan for immediate notification.

Referral Services

The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.

Data Collection/Quality Assurance

Vendor shall track the program completion graduation rate, as well as the assessment scores upon entry vs. exit of the program. Vendor shall provide description of data collection/quality assurance process.

Reports

Monthly Progress Report

Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:

- Phase participant is in and progress made within that phase;
- Services participant received;
- Staff assessment of treatment progress; and
- Progress towards meeting case plan goals and recommendation for continuing, modifying, or discontinuing program.

Discharge Report

When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include, but not be limited to:

- Name and Date of Birth;
- History in the DRC, including compliance and non-compliance within the various program components;
- Phase at time of discharge; and
- Date of termination and reason.

Experience

Vendor shall describe prior experience in working with youthful offenders and providing evidence-based programming as described herein. Staff providing direct services will need to meet minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, mental health assessment, and therefore copies of these staff's certifications shall be returned with RFP response.

Case Plan

All Vendors submitting a response to RFP shall provide a sample case plan based on the attached sample fictitious moderate risk offender's Risk Assessment. The attached documents consist of an Offender Needs Guide Report (Attachment B1), Offender Needs Guide Overview Report (Attachment B2), and a Static Risk Scores Report (Attachment B3).

Staffing/Management Plan

Vendor shall provide a detailed staffing and management plan for the proposed Day Reporting Center at each service level (see Cost Proposal Section for two service levels), as well as maintaining 50 slots or 75-100 slots. Vendor shall have Spanish speaking staff available.

Invoices

The DRC vendor will either be funded at the \$400,000 or \$500,000 level. The vendor shall invoice the Probation Department monthly in duplicate. The dollar amount will be one-twelfth (1/12) of the funding level (\$33,333.333 or \$41,666.66). The invoice shall also include the following information:

- Current number of participants enrolled in the DRC;
- Number entered program during month; and
- Number exited the program during month, indicating how many graduated and how many were terminated without graduation

COST PROPOSAL

The Probation Department requests interested vendors provide detailed budgets for two (2) service levels--one (1) budget at \$400,000 annually and one (1) budget at \$500,000 annually. Sample budget pages are attached.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. PROPOSAL IDENTIFICATION SHEET (as provided)
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address

potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

VI. TRADE SECRET, PARTICIPATION ACKNOWLEDGMENT AND REFERENCES:

A. Sign where required.

VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VIII. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

IX. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services; include all applicable certifications.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated within the last five (5) years:
 - 1. Agency contract with

2. Date of original contract
 3. Reason for termination
 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
1. Funding source
 2. Date(s) and amount(s)
 3. Resolution
 4. Impact to financial viability of organization.

X. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

- XI. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section, the County will look at the amount of services provided for each funding level (i.e. what level and quantity/quality of services will be provided for each funding level).

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. The amount of demonstrated prior experience in working with youthful offenders and providing evidence-based programming in a DRC or DRC-like environment as outlined in this RFP.
- C. Does the bidder demonstrate knowledge and experience in providing evidence-based programming?

STAFFING/MANAGEMENT PLAN

- A. Is the organizational plan and staffing/management structure adequate and appropriate for providing and overseeing the proposed services?

**ATTACHMENT A -
DAY REPORTING CENTER SITE MAP**

[952-4867 Attachment A.pdf](#)

Proposed Shared Space
Drug Suppression Unit/Day Reporting Center
2212 N. Winery, Suite 122
Fresno, CA 93703

DRC Rooms/Areas:
17, 18, 19, 21, 22, 23, 24, and 32

ATTACHMENT A

Shared DRC/Probation Areas:
Staff Only Restroom, Staff Only Conference Room
(20), Staff Only Break/Lunch Room (30), and client
restrooms.



**ATTACHMENT B1 -
OFFENDER NEEDS GUIDE REPORT SAMPLE
Fictitious Offender**

952-4867 Attachment B1 Report.pdf

Offender Needs Guide Report

Subject: Cline, John**Completed by:** Smith, James**DOB:** 12/12/1989**Completed:** 8/31/2010**TIMEFRAMES for RESPONSE SELECTION:**

- Current, at time of **assessment** or reassessment
- Ever, historical information, at any time in **offender's** life
- During the most recent 6 months in the community
- During the most recent 6 months regardless of setting
- At time of **assessment** or reassessment in the community or immediately prior to incarceration

DOMAIN 1: EDUCATION

1. Highest grade level completed:	<input type="checkbox"/> Graduate Studies <input type="checkbox"/> College Graduate – 4 year degree <input type="checkbox"/> College Graduate – 2 year degree <input type="checkbox"/> High School Diploma/GED, and some college courses	<input type="checkbox"/> Vocational Certificate <input checked="" type="checkbox"/> High School Diploma <input type="checkbox"/> GED <input type="checkbox"/> 11th Grade or Less
2. Expelled from or quit school: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> Never expelled/never quit school <input type="checkbox"/> Expelled between grades 1-8 <input type="checkbox"/> Expelled between grades 9-12 <input type="checkbox"/> Expelled for criminal behavior <input type="checkbox"/> Expelled for non-criminal behavior <input type="checkbox"/> Quit: Failing classes <input type="checkbox"/> Quit: Legal troubles	<input type="checkbox"/> Quit: Peer pressure, being bullied <input type="checkbox"/> Quit: Chose employment <input type="checkbox"/> Quit: Family obligations <input type="checkbox"/> Quit: Lacked interest or motivation <input type="checkbox"/> Quit: Pregnant <input type="checkbox"/> Quit: Medical or Mental Health reason <input type="checkbox"/> Quit: Other:
3. Communication barrier/Interpreter required:	<input checked="" type="checkbox"/> English is primary language, and is able to read and speak English <input type="checkbox"/> English is primary spoken language, but unable to read English <input type="checkbox"/> English is not primary language, but verbal communication is adequate in English <input type="checkbox"/> Unable to communicate in English, interpreter required If this response is selected, note primary language if not English:	
4. Offender's motivation for more academic or vocational education:	<input type="checkbox"/> Is actively participating as a full-time student, internally motivated <input type="checkbox"/> Is actively participating as a part-time student, internally motivated <input type="checkbox"/> Only participating due to legal requirement <input type="checkbox"/> Verbalizes desire to continue education, but not actively taking steps <input checked="" type="checkbox"/> Sees no need for more education – Has High School Diploma or GED <input type="checkbox"/> Sees no need for more education – Lacks High School Diploma or GED <input type="checkbox"/> Refusing to continue education, despite legal requirement	

Comments:

DOMAIN 2: COMMUNITY EMPLOYMENT

1. Longest period of continuous legal employment in the community since age 18:	<input type="radio"/> Never employed <input type="radio"/> Less than 6 months <input checked="" type="radio"/> 6 months to 1 year	<input type="radio"/> More than one year up to 3 years <input type="radio"/> More than 3 years
2. Problems while employed since age 18: <i>(Select all that apply)</i>	<input type="checkbox"/> Never employed <input type="checkbox"/> No problems while employed <input checked="" type="checkbox"/> Fired or quit because of poor performance/poor attendance <input checked="" type="checkbox"/> Fired or quit because of interpersonal problems with employer or coworkers <input type="checkbox"/> Fired or quit because of anti-social/criminal behavior on the job <input type="checkbox"/> Fired or quit because of problems unrelated to employment	
3. Current Occupational/vocational skills:	<input type="radio"/> Professional skills (accountant, lawyer, etc) <input type="radio"/> Specific skills/occupation (vocational, carpenter, plumber, etc) <input checked="" type="radio"/> General labor skills <input type="radio"/> No occupational or vocational skills Describe occupational/vocational skills:	
4. Current barriers to employment: <i>(Select all that apply)</i>	<input type="checkbox"/> No barriers to employment <input type="checkbox"/> Full-time student or recent graduate <input type="checkbox"/> No prior employment experience <input type="checkbox"/> Lacks motivation to seek or maintain legal employment <input type="checkbox"/> Developmental disabilities <input type="checkbox"/> Mental health concerns <input type="checkbox"/> Cleanliness/hygiene <input checked="" type="checkbox"/> Punctuality problems	<input type="checkbox"/> Lack of Social skills <input checked="" type="checkbox"/> Lack of Problem solving skills <input checked="" type="checkbox"/> Poor work habits <input type="checkbox"/> Child care issues <input type="checkbox"/> Transportation issues <input checked="" type="checkbox"/> Criminal conviction history <input type="checkbox"/> Chemical dependency <input type="checkbox"/> Other:
5. Primary source of household income during the most recent 6 months in the community:	<input checked="" type="radio"/> Employment <input type="radio"/> Income from criminal behavior <input type="radio"/> Family financial support <input type="radio"/> Under the table income <input type="radio"/> Public assistance <input type="radio"/> Social Security Insurance due to disability <input type="radio"/> Receiving Unemployment, Workman's Compensation, or L & I benefits	<input type="radio"/> Student loans/grants <input type="radio"/> Tribal per diem <input type="radio"/> Pension <input type="radio"/> Family inheritance <input type="radio"/> No income <input type="radio"/> Other:
6. Average monthly household income (Net) from legal employment and/or other legal sources during the most recent 6 months in the community:	<input type="radio"/> \$4,000 and over <input type="radio"/> \$2,000 to \$3,999 <input checked="" type="radio"/> \$1,000 to \$1,999 <input type="radio"/> Under \$1,000 <input type="radio"/> No legal income	
7. Management of finances during the most recent 6 months in the community: <i>(Select all that apply)</i>	<input type="checkbox"/> Saves money regularly <input type="checkbox"/> Is managing debt, meeting financial commitments <input type="checkbox"/> Makes all required child support payments <input type="checkbox"/> Makes some required child	<input checked="" type="checkbox"/> No interest in managing finances <input type="checkbox"/> Relies on public assistance <input type="checkbox"/> Relies on family and/or others support payments <input type="checkbox"/> Cannot manage debt

	support payments [] Does not make any required child support payments	[] Relies on illegal activities [] Sells drugs for profit [] Relies on protective payee
8. Health insurance at time of assessment/reassessment: (Select all that apply)	<input checked="" type="checkbox"/> No health insurance <input type="checkbox"/> Health insurance suspended due to incarceration <input type="checkbox"/> Private insurance <input type="checkbox"/> Public insurance (Welfare, Medical coupons, Medicaid, etc.) <input type="checkbox"/> Health insurance provided due to tribal affiliation	
9. Current community employment at time of assessment/reassessment or immediately prior to incarceration:	<input type="checkbox"/> Full-time employment (35-40 hours per week) <input type="checkbox"/> Part-time employment (20-34 hours per week) <input type="checkbox"/> Homemaker <input type="checkbox"/> Retired <input type="checkbox"/> Temporarily disabled/unable to work <input type="checkbox"/> Permanently disabled/unable to work <input checked="" type="checkbox"/> Unemployed and able to work	
10. Current relationship with employer/co-workers at time of assessment/reassessment or immediately prior to incarceration: (Select the one most representative of the relationship with each)	Employer/Supervisor <input checked="" type="checkbox"/> Not employed <input type="checkbox"/> No supervisor(s), Self-employed <input type="checkbox"/> Minimal contact <input type="checkbox"/> Adequate interaction but relationship not developed; indifference <input type="checkbox"/> Employer provides encouragement for pro-social behavior <input type="checkbox"/> Has/would seek out for help with work or personal matter <input type="checkbox"/> Significant and/or frequent conflict <input type="checkbox"/> Employer involved in anti-social/criminal behavior	Co-worker(s) <input checked="" type="checkbox"/> Not employed <input type="checkbox"/> No co-worker(s) <input type="checkbox"/> Minimal contact <input type="checkbox"/> Adequate interaction but relationship not developed; indifference <input type="checkbox"/> Co-worker provides encouragement for pro-social behavior <input type="checkbox"/> Has/would seek out for help with work or personal matter <input type="checkbox"/> Significant and/or frequent conflict <input type="checkbox"/> Co-worker involved in anti-social/criminal behavior

Comments:

DOMAIN 3: FRIENDS/ASSOCIATES

1. Friends/associates during the most recent 6 months in the community: <i>(Select all that apply)</i>	<input type="checkbox"/> No friends/associates <input type="checkbox"/> Unable to maintain relationships with others, involved in unstable interpersonal relationships with others <input type="checkbox"/> Friends/associates willing to assist in offender success Name, any known contact info: <input type="checkbox"/> Pro-social community ties Name, organization, any known contact info: <input checked="" type="checkbox"/> Friends/associates involved in anti-social and/or criminal behaviors <input type="checkbox"/> Associates with gang member(s)
2. Response to influences of anti-social friends/associates during the most recent 6 months in the community: <i>(Select the most anti-social circumstance)</i>	<input type="checkbox"/> No anti-social friends/associates <input type="checkbox"/> Chooses not to associate with anti-social friends/associates <input type="checkbox"/> Almost always resists going along with anti-social friends/associates <input checked="" type="checkbox"/> Rarely resists going along with anti-social friends/associates <input type="checkbox"/> Never resists going along with anti-social friends/associates, a follower <input type="checkbox"/> Admires/emulates anti-social friends/associates, strongly influenced by anti-social friends/associates <input type="checkbox"/> Leads anti-social friends/associates

Comments:

DOMAIN 4: RESIDENTIAL

1. Residence during the most recent 6 months in the community: <i>(Select all that apply. Indicate amount of time for each and select the current residence at time of assessment/reassessment or immediately prior to incarceration)</i>	<input checked="" type="checkbox"/> Residence as primary occupant <input checked="" type="checkbox"/> Family residence (parent(s), sibling(s), spouse/significant other, and/or other family) <input type="checkbox"/> Friend's residence <input type="checkbox"/> Group homes/Transitional housing <input type="checkbox"/> Residential Treatment <input type="checkbox"/> Transient - from residence to residence <input type="checkbox"/> Homeless - living on the street or in a shelter	5 months 1 months months months months months months	<input type="checkbox"/> Current <input checked="" type="checkbox"/> Current <input type="checkbox"/> Current <input type="checkbox"/> Current <input type="checkbox"/> Current <input type="checkbox"/> Current
2. Occupants of current residence at time of assessment/reassessment or immediately prior to incarceration: <i>(Select all that apply)</i>	<input type="checkbox"/> No current residence <input type="checkbox"/> Spouse or equivalent partner <input type="checkbox"/> Adult children <input type="checkbox"/> Minor children <input checked="" type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Sibling(s)	<input type="checkbox"/> Grandparent(s) <input type="checkbox"/> Friend(s) with positive influence <input type="checkbox"/> Friend(s) with anti-social influence <input type="checkbox"/> Living alone <input type="checkbox"/> Other:	
3. Current pro-social support in neighborhood at time of assessment/reassessment or immediately prior to incarceration:	<input type="checkbox"/> Strong pro-social environment <input type="checkbox"/> Some exposure to anti-social influence, lacking ties/attachments to neighborhood <input type="checkbox"/> Significant barriers, frequent crimes, drug transactions, police presence <input checked="" type="checkbox"/> Living in remote, isolated area with minimal or no neighborhood influence		

Comments:

DOMAIN 5: FAMILY

1. Number of marriages or equivalent relationships, including current situation:		<input checked="" type="checkbox"/> Never been married or had an equivalent relationship; single, all relationships have been short-term, no long-term commitments <input type="checkbox"/> One marriage or an equivalent relationship <input type="checkbox"/> Two or more marriages or equivalent relationships			
2. Longest marriage or equivalent relationship:		<input checked="" type="checkbox"/> Never married/no equivalent relationship <input type="checkbox"/> Less than 6 months <input type="checkbox"/> 6 months to 1 year <input type="checkbox"/> More than 1 year			
3. Current marriage or equivalent relationship: <i>(Select all that apply)</i> Name of significant other:		Opportunity for Influence from Partner During the Most Recent 6 Months in the Community <input checked="" type="checkbox"/> No current relationship <input type="checkbox"/> Not involved, no influence, or estranged <input type="checkbox"/> Living apart <input type="checkbox"/> Minimal influence <input type="checkbox"/> Positive influence <input type="checkbox"/> Negative influence <input type="checkbox"/> Frequently enables anti-social behavior	Problems of Partner During the Most Recent 6 Months in the Community <input checked="" type="checkbox"/> No current relationship <input type="checkbox"/> No problems <input type="checkbox"/> Alcohol problems <input type="checkbox"/> Drug problems <input type="checkbox"/> Anti-social behaviors <input type="checkbox"/> Criminal convictions <input type="checkbox"/> Employment problems <input type="checkbox"/> Physical and/or mental health problems	Level of Conflict During the Most Recent 6 Months in the Community <input checked="" type="checkbox"/> No current relationship <input type="checkbox"/> Not involved, estranged <input type="checkbox"/> Minimal conflict <input type="checkbox"/> Some conflict that is well-managed <input type="checkbox"/> Verbal intimidation, heated arguments <input type="checkbox"/> Threats of physical abuse by partner <input type="checkbox"/> Domestic violence: Partner is perpetrator <input type="checkbox"/> Domestic violence: Offender is perpetrator	Willingness of Partner to Help During the Most Recent 6 Months in the Community <input checked="" type="checkbox"/> No current relationship <input type="checkbox"/> Not involved, no influence, or estranged <input type="checkbox"/> Consistently willing to intervene and support <input type="checkbox"/> Occasionally willing to intervene and support <input type="checkbox"/> Not willing to intervene and support <input type="checkbox"/> Hostile, berating, and/or belittling of offender and/or the system
4. Family members involved in offender's life during last 6 months, regardless of setting:		<input type="checkbox"/> None <input checked="" type="checkbox"/> Family members			
Family Member: <i>(Select all that apply)</i>	Name and Relationship: Sue Cline	Opportunity for Influence During the Most Recent 6 Months in the Community <input type="checkbox"/> Minimal influence <input checked="" type="checkbox"/> Positive influence <input type="checkbox"/> Negative influence <input type="checkbox"/> Frequently enables offender's anti-social behavior	Problems of Family Member During the Most Recent 6 Months in the Community <input checked="" type="checkbox"/> No problems <input type="checkbox"/> Alcohol problems <input type="checkbox"/> Drug problems <input type="checkbox"/> Anti-social behaviors <input type="checkbox"/> Criminal convictions <input type="checkbox"/> Employment problems <input type="checkbox"/> Physical and/or mental health problems	Level of Conflict During the Most Recent 6 Months in the Community <input type="checkbox"/> Minimal conflict <input checked="" type="checkbox"/> Some conflict that is well-managed <input type="checkbox"/> Verbal intimidation, heated arguments <input type="checkbox"/> Threats of physical abuse by offender or family member <input type="checkbox"/> Domestic violence: Family member is perpetrator <input type="checkbox"/> Domestic violence: Offender is perpetrator	Willingness to Help During the Most Recent 6 Months in the Community <input type="checkbox"/> Consistently willing to intervene and support <input checked="" type="checkbox"/> Occasionally willing to intervene and support <input type="checkbox"/> Not willing to intervene and support <input type="checkbox"/> Hostile, berating, and/or belittling of offender and/or the system
5. Number of minor children at time of assessment/reassessment:		<input checked="" type="checkbox"/> No minor children <input type="checkbox"/> One <input type="checkbox"/> Two or more			

6. Offender living with any of his/her minor child(ren) when committing current offense(s):	<input checked="" type="checkbox"/> No minor children <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Offender's living status/relationship with any of his/her minor child(ren) at time of assessment/reassessment: (select all that apply)	<input checked="" type="checkbox"/> No minor children <input type="checkbox"/> Residing with one or more minor child(ren) <input type="checkbox"/> Not residing with a minor child(ren) whom offender plans to establish or continue a relationship with <input type="checkbox"/> Not residing with a minor child(ren) whom offender does not plans to establish or continue a relationship with
8. Circumstances of minor child(ren) at time of assessment/reassessment: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> No minor children <input type="checkbox"/> Circumstances unknown and/or offender unwilling to disclose information <input type="checkbox"/> No current contact <input type="checkbox"/> Court ordered child support <input type="checkbox"/> Past agency involvement for minor child safety <input type="checkbox"/> Current agency involvement for minor child safety <input type="checkbox"/> Legal action pending <input type="checkbox"/> Parental rights terminated <input type="checkbox"/> Past "No Contact Order" or any other order prohibiting contact with minor child(ren) <input type="checkbox"/> Current "No Contact Order" or any other order prohibiting contact with minor child(ren) Name of child(ren) who are prohibited contact with the offender: <input type="checkbox"/> Minor child(ren) who are victims of offender Name of child(ren): Current Community Contact <input type="checkbox"/> Minor child(ren) reside(s) with offender <input type="checkbox"/> Supervised visits only <input type="checkbox"/> Face to face contact, with no legal restrictions <input type="checkbox"/> Telephone contact <input type="checkbox"/> Written correspondence Current Prison Contact <input type="checkbox"/> Visits during current confinement <input type="checkbox"/> Telephone contact <input type="checkbox"/> Written correspondence

Comments:

DOMAIN 6: ALCOHOL / DRUG USE

1. Alcohol and/or drug use problem: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> Never had an alcohol or drug problem <input type="checkbox"/> Has had alcohol problem Age at first use <input type="checkbox"/> Has had drug problem Age at first use <input type="checkbox"/> Alcohol problem within the last 6 months in the community <input type="checkbox"/> Drug problem within the last 6 months in the community	
2. Type of alcohol and/or drug problems during offender's lifetime: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> Never had an alcohol or drug problem <input type="checkbox"/> Alcohol <input type="checkbox"/> Methamphetamine <input type="checkbox"/> Cocaine <input type="checkbox"/> Heroin <input type="checkbox"/> Hallucinogens <input type="checkbox"/> Inhalants <input type="checkbox"/> Marijuana <input type="checkbox"/> Tranquilizers/sedatives <input type="checkbox"/> Abuses prescription drugs: <input type="checkbox"/> Other drugs:	During the last 6 months in the community <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. Impacts of alcohol/drug problem during the offender's lifetime: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> Never had an alcohol or drug problem <input type="checkbox"/> Use caused family conflict <input type="checkbox"/> Use disrupted education <input type="checkbox"/> Use caused problems with employment <input type="checkbox"/> Use caused physical problems (includes hospitalization) <input type="checkbox"/> Use caused mental health problems (includes hospitalization) <input type="checkbox"/> Use interfered with keeping pro-social friends <input type="checkbox"/> Use contributed to anti-social behaviors and/or law violations <input type="checkbox"/> Use contributed to current conviction(s) <input type="checkbox"/> Use while confined (jail/prison/treatment) <input type="checkbox"/> Intravenous drug use	During the last 6 months in the community <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> N/A <input type="checkbox"/>
4. Methods of supporting alcohol and/or drug use during most recent 6 months in the community: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> Never had an alcohol or drug problem <input type="checkbox"/> Not Using in the last 6 Months <input type="checkbox"/> Legal income <input type="checkbox"/> Income from illegal employment <input type="checkbox"/> Growing/manufacturing for personal use <input type="checkbox"/> Growing/manufacturing for distribution <input type="checkbox"/> Selling drugs <input type="checkbox"/> Property crimes <input type="checkbox"/> Falsifying prescriptions <input type="checkbox"/> Prostitution <input type="checkbox"/> Bartering/trading for drugs <input type="checkbox"/> Sharing alcohol/drugs with others	

<p>5. Participation in alcohol/drug treatment program during the offender's lifetime:</p> <p><i>(Select all that apply)</i></p>	<p><input type="checkbox"/> Other criminal activity</p> <p><input checked="" type="checkbox"/> Never had an alcohol or drug problem</p> <p><input type="checkbox"/> Never participated in treatment program</p> <p><input type="checkbox"/> Participated in a alcohol/drug self-help (AA/NA) program</p> <p><input type="checkbox"/> Participated in a alcohol/drug self-help (AA/NA) program within the last 6 months</p> <p><input type="checkbox"/> Currently participating in a alcohol/drug self-help (AA/NA) program</p> <p><input type="checkbox"/> Participated in one program</p> <p><input type="checkbox"/> Participated in two or more programs</p> <p><input type="checkbox"/> Participated in a treatment program within the last 6 months</p> <p><input type="checkbox"/> Currently participating in alcohol/drug treatment program</p> <p><input type="checkbox"/> Referred for alcohol/drug treatment program, and currently waiting for opening in program</p> <p><input type="checkbox"/> Referred for alcohol/drug treatment, but is currently unwilling to participate</p>
<p>6. Protective factors contributing to having remained clean and sober for 6 months or longer in the community at any time in offender's life:</p> <p><i>(Select all that apply)</i></p>	<p><input checked="" type="checkbox"/> Never had an alcohol or drug problem</p> <p><input type="checkbox"/> Never remained clean and sober for 6 months or longer in the community</p> <p><input type="checkbox"/> Regular participation in alcohol/drug treatment</p> <p><input type="checkbox"/> Regular participation in alcohol/drug support group (AA/NA) at the offenders own initiative</p> <p><input type="checkbox"/> Regular participation in alcohol/drug self-help support groups (AA/NA) as requested by family, employment, or other supports</p> <p><input type="checkbox"/> Regular participation in alcohol/drug self-help support groups (AA/NA) due to legal requirement (agency/court)</p> <p><input type="checkbox"/> Friends willing to intervene and encourage alcohol/drug abstinence</p> <p><input type="checkbox"/> Family willing to intervene and encourage alcohol/drug abstinence</p> <p><input type="checkbox"/> Changed residence/neighborhood to remove self from barrier(s) to alcohol/drug abstinence existed</p> <p><input type="checkbox"/> Other:</p>

Comments:

DOMAIN 7: MENTAL HEALTH

1. Mental health problem during the offender's lifetime (schizophrenia, bi-polar, ADD/ADHD, etc.) based on file material, self-report, and assessor observation: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> No history of mental health problems <input type="checkbox"/> Mental health problem based on file material and/or offender's self report <input type="checkbox"/> Assessor observes indicator(s) of a current mental health problem Describe assessor's observations:
2. Suicidal thoughts during the offender's lifetime (file, collateral, and/or self-report): <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> Has never had serious thoughts about suicide <input type="checkbox"/> Has had serious thoughts about suicide <input type="checkbox"/> Has attempted to commit suicide <input type="checkbox"/> Provoked others in an attempt to kill self <input type="checkbox"/> Has had suicidal thoughts during most recent 6 months regardless of setting <input type="checkbox"/> Has attempted suicide during most recent 6 months regardless of setting <input type="checkbox"/> Currently, suicidal thoughts are an ongoing concern for the safety and welfare of the offender
3. Officially diagnosed with a mental health problem by a professional in the mental health or health care field:	<input checked="" type="checkbox"/> No history of mental health problems <input type="checkbox"/> Diagnosed, but official mental health diagnosis not known <input type="checkbox"/> Documented mental health diagnosis Name of Professional in the mental health or health care field: Date of Report: Name of Diagnosis:
4. Hospitalizations/in-patient stays for mental health problems in the offender's lifetime:	<input checked="" type="checkbox"/> No history of mental health problems <input type="checkbox"/> No in-patient stays <input type="checkbox"/> 1 in-patient stay <input type="checkbox"/> 2 or more in-patient stays
5. Received mental health out-patient counseling, regardless of setting: <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> No history of mental health problems <input type="checkbox"/> No mental health out-patient counseling <input type="checkbox"/> Past participation in out-patient counseling <input type="checkbox"/> Current participation in out-patient counseling Name of Provider: Location of Counseling Center: <input type="checkbox"/> Counseling presently recommended/required, but not attending Reason:
6. Mental health medication prescribed during the offender's lifetime (regardless of setting): <i>(Select all that apply)</i>	<input checked="" type="checkbox"/> No history of mental health problems <input type="checkbox"/> Never had mental health medication prescribed <input type="checkbox"/> Past mental health medication prescribed <input type="checkbox"/> Current mental health medication being taken as prescribed <input type="checkbox"/> Current mental health medication not being taken as prescribed, non-compliant

Comments:

DOMAIN 8: AGGRESSION

1. Threatening, aggressive, or violent behaviors during the offender's lifetime: <i>(Select all that apply)</i>	<input type="checkbox"/> No history of threatening, aggressive, or violent behaviors <input checked="" type="checkbox"/> Has exhibited threatening, aggressive, or violent behaviors in the community <input type="checkbox"/> Has exhibited threatening, aggressive, or violent behaviors during any period of confinement <input type="checkbox"/> Threatening, aggressive, or violent behaviors are currently an ongoing concern
2. Characteristics of threatening, aggressive, or violent behaviors during the offender's lifetime: <i>(Select all that apply)</i>	<input type="checkbox"/> No history of threatening, aggressive, or violent behaviors <input type="checkbox"/> No threatening, aggressive, or violent behaviors within the last 6 months in the community <input checked="" type="checkbox"/> Violent outbursts, displays of temper, uncontrolled anger indicating potential for harm <input type="checkbox"/> Violent destruction of property <input type="checkbox"/> Domestic violence against current partner <input type="checkbox"/> Domestic violence against any past partner <input type="checkbox"/> Domestic violence against any family member (excluding any partner) <input type="checkbox"/> Stalking and/or harassment to intimidate <input type="checkbox"/> Fixated or persisting in unwanted relationships Name, relationship, etc: <input type="checkbox"/> Explicit threats of physical harm against specific individual(s) Name, relationship, etc: <input type="checkbox"/> Excessive violence used beyond what is deemed necessary <input type="checkbox"/> Ritualistic, bizarre violent behaviors <input type="checkbox"/> Random acts of violence without provocation <input type="checkbox"/> Fire setting <input type="checkbox"/> Animal cruelty <input type="checkbox"/> Violent infractions & misconducts while in confinement (fighting, assault, etc.) <input type="checkbox"/> Physical assault of an authority figure (law enforcement, corrections, other agency, parents, teachers, etc.) <input type="checkbox"/> Physical assault of child/adolescent <input type="checkbox"/> Physical assault of adult victim <input type="checkbox"/> Physical assault of male victim <input type="checkbox"/> Physical assault of female victim <input type="checkbox"/> Characteristics of known threatening, aggressive, or violent behaviors not available, and/or offender is unwilling/unable to disclose <input type="checkbox"/> Other:
3. Motivation for threatening, aggressive, or violent behaviors during the offender's lifetime: <i>(Select no more than three)</i>	<input type="checkbox"/> No history of threatening, aggressive or violent behaviors <input type="checkbox"/> Used to achieve a goal, including material gain <input type="checkbox"/> Power, dominance, or control <input type="checkbox"/> Impulsive, acts without thinking and/or lack of control or inhibitions, opportunistic <input type="checkbox"/> Peer status, acceptance, attention, or compliance with the rules of the subgroup or peer group <input type="checkbox"/> Retaliation, vengeance <input checked="" type="checkbox"/> Reaction to conflict or stress <input type="checkbox"/> Excitement, amusement, or fun <input type="checkbox"/> General hostility toward women <input type="checkbox"/> Hatred for other individuals or specific groups

<input type="checkbox"/> Chemically induced violent behaviors <input type="checkbox"/> Decompensated from lack of compliance to mental health medications				
4. Threatened/caused physical injury to another person: <i>(Select the one most serious in each column)</i>	Without Weapon	Firearm	Knife	Other Weapon
	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> N/A	Type of weapon:
	<input checked="" type="checkbox"/> Threatened another	<input type="checkbox"/> Threatened another	<input type="checkbox"/> Threatened another	<input checked="" type="checkbox"/> N/A
	<input type="checkbox"/> Injury to victim, no medical attention required	<input type="checkbox"/> Injury to victim, no medical attention required	<input type="checkbox"/> Injury to victim, no medical attention required	<input type="checkbox"/> Threatened another
	<input type="checkbox"/> Injury to victim, medical attention-treated and released	<input type="checkbox"/> Injury to victim, medical attention-treated and released	<input type="checkbox"/> Injury to victim, medical attention-treated and released	<input type="checkbox"/> Injury to victim, no medical attention required
	<input type="checkbox"/> Injury to victim, medical attention-admitted to hospital	<input type="checkbox"/> Injury to victim, medical attention-admitted to hospital	<input type="checkbox"/> Injury to victim, medical attention-admitted to hospital	<input type="checkbox"/> Injury to victim, medical attention-treated and released
	<input type="checkbox"/> Injury to victim who suffered serious, life threatening injuries	<input type="checkbox"/> Injury to victim who suffered serious, life threatening injuries	<input type="checkbox"/> Injury to victim who suffered serious, life threatening injuries	<input type="checkbox"/> Injury to victim, medical attention-admitted to hospital
	<input type="checkbox"/> Death: victim died	<input type="checkbox"/> Death: victim died	<input type="checkbox"/> Death: victim died	<input type="checkbox"/> Injury to victim who suffered serious, life threatening injuries

Comments:

DOMAIN 9: ATTITUDES / BEHAVIORS

1. Motivation for criminal behavior(s) during the offender's lifetime: <i>(Select no more than three)</i>	<input type="checkbox"/> Anger <input type="checkbox"/> Retaliation, vengeance <input checked="" type="checkbox"/> Impulsive, opportunistic <input type="checkbox"/> Sexual gratification <input type="checkbox"/> Reaction to conflict or stress <input type="checkbox"/> Power, dominance, or control <input type="checkbox"/> Money or material gain <input type="checkbox"/> Excitement, amusement, or fun <input checked="" type="checkbox"/> Peer status, acceptance, or attention <input type="checkbox"/> Obtain drugs, chemical addiction
2. Anti-social tendencies & characteristics that are rooted, firmly established, and constant: <i>(Select all that apply)</i>	<p>NOTE: Use a lifetime pattern of behaviors, not one single incident, to determine the existence of any tendencies and characteristics noted:</p> <input type="checkbox"/> No firmly established anti-social characteristics <input type="checkbox"/> Glib/superficial charm -Tends to be smooth, engaging, charming, and "slick." Not shy or afraid to say anything. <input type="checkbox"/> Grandiose - Grossly inflated view of abilities and self-worth, egocentric, self-assured, opinionated, and cocky. Unrealistic view of self as superior. <input type="checkbox"/> Need for stimulation – Excessive need for thrilling and exciting stimulation, risk taker, easily bored, will not perform tasks perceived as routine, monotonous or uninteresting. <input type="checkbox"/> Pathological lying - Deceit, deception, dishonesty, and breaking promises are standard interaction with others. <input type="checkbox"/> Conning/Manipulative - Uses deceit and deception to cheat, con, or defraud others as a standard method for personal gain, with no concern for victim. <input checked="" type="checkbox"/> Shallow - Limited range or depth of feelings, interpersonal coldness in spite of appearing to be a sociable person. Only forms superficial bonds with others, does not experience strong emotions. <input type="checkbox"/> Parasitic Lifestyle - Has an intentional, selfish, and exploitative financial dependence on others as reflected by a lack of motivation and inability to begin or complete responsibilities <input type="checkbox"/> Lack of Empathy - A lack of feelings toward people in general; cold, contemptuous, inconsiderate, and tactless. <input type="checkbox"/> Lack of Remorse/Guilt - Lack of feelings or concern for the losses, pain, and suffering of victims; a tendency to be unconcerned and coldhearted. Can be demonstrated by blaming and/or a disdain for one's victims. <input checked="" type="checkbox"/> Lack of Realistic, Long-Term Goals - Inability or persistent failure to develop and execute long-term plans or goals; a nomadic existence; aimless, lacks direction in life. <input type="checkbox"/> Irresponsibility - Repeated failure to fulfill or honor obligations and commitments, such as not paying bills, defaulting on loans, being absent or late to work, failing to honor contractual agreements. <input type="checkbox"/> Criminally Diverse - Has a diversity of types of criminal offenses, regardless whether arrested or not. Takes great pride in getting away with crimes.
3. Behavior demonstrated toward authority figures during the most recent 6 months (regardless of setting): <i>(Select the one most representative)</i>	<input type="checkbox"/> Respectful, compliant with directives and/or conditions <input checked="" type="checkbox"/> Indifferent toward authority, complies with some directives and/or conditions, but has also received infractions and/or violations <input type="checkbox"/> Resentful, defiant toward authority, refuses to comply with directives and/or conditions, and/or has received infractions and/or violations
4. Respect for property of others demonstrated during the most recent 6 months (regardless of setting):	<input type="checkbox"/> Respects property of others

	<input type="checkbox"/> Respects personal property but not public/business property <input checked="" type="checkbox"/> Conditional respect for personal property <input type="checkbox"/> No respect for personal property of others
5. Accepts responsibility for anti-social behavior during the most recent 6 months (regardless of setting): <i>(Select all that apply)</i>	<input type="checkbox"/> Accepts responsibility for anti-social behavior <input type="checkbox"/> Superficially accepts responsibility for anti-social behavior, but has not changed behavior <input checked="" type="checkbox"/> Minimizes, denies, justifies, excuses, or blames others <input type="checkbox"/> Selectively disregards societal conventions, or rules of incarceration <input type="checkbox"/> Selectively disregards societal conventions, or rules of supervision in the community <input type="checkbox"/> Does not believe societal conventions, or rules of incarceration or supervision apply to him/her <input type="checkbox"/> Sees crime as useful <input type="checkbox"/> Proud and boastful of anti-social behavior
6. Offender readiness for changing lifestyle, during most recent 6 months (regardless of setting):	<input type="checkbox"/> Taking specific steps toward change <input checked="" type="checkbox"/> Verbalizes desire for change, but not taking steps <input type="checkbox"/> Does not see a need for change, desires to hold on to current lifestyle <input type="checkbox"/> Hostile toward change or unwilling to change
7. Offender's belief in successfully completing supervision, at time of assessment/reassessment:	<input type="checkbox"/> Believes he/she will be successful, has developed skills to support pro-social lifestyle <input checked="" type="checkbox"/> Believes he/she will be successful, but has not yet developed skills to support pro-social lifestyle <input type="checkbox"/> Believes he/she will be successful only if external controls are in place (DOC, family, friends, etc.) <input type="checkbox"/> Does not believe he/she will be successful <input type="checkbox"/> Hostile to supervision

Comments:

DOMAIN 10: COPING SKILLS

1. Consequential thinking demonstrated during the most recent 6 months (regardless of setting):	<input type="radio"/> Behaviors and/or verbalizations demonstrate understanding of consequences of his/her actions, whether it results in positive or negative impacts to self or others <input checked="" type="radio"/> Behaviors and/or verbalizations demonstrate that the offender has not yet made any connection between their actions and the consequences <input type="radio"/> Can not cognitively connect own behavior and the harm or negative impact it has on self or others, due to some impairment
2. Impulse control demonstrated during the most recent 6 months (regardless of setting):	<input type="radio"/> Uses self-control, thinks before acting <input checked="" type="radio"/> Some self-control, sometimes thinks before acting <input type="radio"/> Impulsive, doesn't think before acting
3. Dealing with others demonstrated during the most recent 6 months (regardless of setting): <i>(Select the one most representative)</i>	<input type="radio"/> Uses social skills effectively <input type="radio"/> Has adequate social skills, but isolates self by choice <input checked="" type="radio"/> Avoids dealing with others due to limited or lack of social skills, shy and/or withdrawn <input type="radio"/> Attempts to deal with others, but is rejected by peers <input type="radio"/> Interactions are characterized by aggression, conflict, arguments and fights
4. Problem solving demonstrated during the most recent 6 months (regardless of setting): <i>(Select the one most representative)</i>	<input type="radio"/> Thinks through situations logically, uses effective skills to obtain a solution <input checked="" type="radio"/> Problem solving skills are limited, difficult situations are frustrating and often unmanageable <input type="radio"/> Passive response, withdraws from difficult situations <input type="radio"/> Hostile response, strikes out verbally and/or physically
5. Need for independent living services at time of assessment/reassessment:	<input type="radio"/> No need for any services <input checked="" type="radio"/> Need or could benefit from at least one service

Comments:

**ATTACHMENT B2 -
OFFENDER NEEDS GUIDE OVERVIEW REPORT SAMPLE
Fictitious Offender**

[952-4867 Attachment B2 Overview Report.pdf](#)

Offender Needs Guide Overview Report

Subject: Cline, John

Completed by: Smith, James

DOB: 12/12/1989

Completed: 8/24/2010

Risk Level Classification: MOD

Need			Domain	Protective		
Low	Moderate	High		Low	Moderate	High
			DOMAIN 3: FRIENDS			
			DOMAIN 8: AGGRESSION			
			DOMAIN 9: ATTITUDES / BEHAVIORS			
			DOMAIN 2: COMMUNITY EMPLOYMENT			
			DOMAIN 10: COPING SKILLS			
			DOMAIN 11: SEXUAL DEVIANCY			
			DOMAIN 5: FAMILY			
			DOMAIN 4: RESIDENTIAL			
			DOMAIN 1: EDUCATION			
			DOMAIN 6: ALCOHOL / DRUG USE			
			DOMAIN 7: MENTAL HEALTH			

DOMAIN 3: FRIENDS

Needs

- Friends/associates involved in anti-social and/or criminal behaviors during the most recent 6 months in the community.
- During the most recent 6 months in the community, offender barely resisted going along with anti-social friends/associated.

Protective

Other

DOMAIN 8: AGGRESSION

Needs

- Has exhibited threatening, aggressive, or violent behaviors in the community
- Has used threatening, aggressive, or violent behaviors as a reaction to conflict or stress.
- Has threatened another person with physical injury.
- Has violent outbursts, displays of temper, uncontrolled anger indicating potential for harm.

Protective

Other

DOMAIN 9: ATTITUDES / BEHAVIORS

Needs

- Believes he/she will be successful, but has not yet developed skills to support pro-social lifestyle.
- Has demonstrated conditional respect for personal property during the last 6 months.
- Impulse/opportunity has been the motivation for criminal behavior.
- Indifferent toward authority, complies with some directives and/or conditions, but has also received infractions and/or violations during the last 6 months.
- Lack of realistic, long-term goals - has an inability or persistent failure to develop and execute long-term plans or goals; a nomadic existence; aimless, lacks direction in life.
- Minimizes, denies, justifies, excuses, or blames others for anti-social behavior during most recent 6 months.
- Peer status, acceptance, or attention has been the motivation for criminal behavior.
- Shallow - has limited range or depth of feelings, interpersonal coldness in spite of appearing to be a sociable person. Only forms superficial bonds with others, does not experience strong emotions.
- Verbalizes desire for change, but is not taking steps during the last 6 months.

Protective

Other

DOMAIN 2: COMMUNITY EMPLOYMENT	
Needs <ul style="list-style-type: none"> - Criminal conviction history poses a barrier to employment. - Has been fired or quit because of interpersonal problems with employer or coworkers. - Has been fired or quit because of poor performance/poor attendance. - Lack of problem solving skills pose a barrier to employment. - Has no health insurance. - During the most recent 6 months in the community was not interested in managing finances. - Was not employed. - Was not employed. - Poor work habits pose a barrier to employment. - Punctuality problems pose a barrier to employment. - Was unemployed and able to work. 	Protective <ul style="list-style-type: none"> - Average net monthly income from legal employment and/or other legal sources during the most recent 6 months in the community was \$1,000 to \$1,999. - Since age 18; has been employed for between 6 months and 1 year. - Primary source of income during the most recent 6 months in the community was employment. - Has the skills to obtain a general labor job.
Other	
DOMAIN 10: COPING SKILLS	
Needs <ul style="list-style-type: none"> - Avoids dealing with others due to limited or lack of social skills, shy and/or withdrawn. - Behaviors and/or verbalizations demonstrate that the offender has not yet made any connection between their actions and the consequences. 	Protective <ul style="list-style-type: none"> - Problem solving skills are limited. Finds difficult situations frustrating and often unmanageable. - Uses some self-control, sometimes thinks before acting.
Other <ul style="list-style-type: none"> - Cannot live independently without assistance with budgeting money. - Cannot live independently without employment resources. - Need or could benefit from at least one service 	
DOMAIN 5: FAMILY	
Needs	Protective <ul style="list-style-type: none"> - Family member has had positive influence during the most recent 6 months in the community: Sue Cline. - Family member has had no problems during the most recent 6 months in the community: Sue Cline - Has had some conflict with family member during the most recent 6 months in the community: Sue Cline. - Family member is occasionally willing to intervene and support during the most recent 6 months in the community: Sue Cline
Other <ul style="list-style-type: none"> - Family members were involved in offender's life during last 6 months. - Has never been married or had an equivalent relationship. - Has no current relationship during the most recent 6 months in the community. - Has no current marriage or equivalent relationship during the most recent 6 months in the community. - Has no minor children. 	
DOMAIN 4: RESIDENTIAL	
Needs	Protective <ul style="list-style-type: none"> - Currently living in family residence (parent(s), sibling(s), spouse/significant other, and/or other family). - Lived in family residence for 1 month(s). - Residence as primary occupant for 5 months.
Other <ul style="list-style-type: none"> - Was living in a remote, isolated area with minimal or no neighborhood influence. - Was living with mother. 	
DOMAIN 1: EDUCATION	
Needs	Protective <ul style="list-style-type: none"> - Is able to read and speak English. - Highest education level achieved is a High School Diploma. - Sees no need for more education – Has High School Diploma or GED.
Other <ul style="list-style-type: none"> - Has never been expelled or quit school. 	
DOMAIN 6: ALCOHOL / DRUG USE	
Needs	Protective <ul style="list-style-type: none"> - Never had an alcohol or drug problem
Other <ul style="list-style-type: none"> - Has never had an alcohol or drug problem. - Has never had an alcohol/drug problem. 	

DOMAIN 7: MENTAL HEALTH	
Needs	Protective <ul style="list-style-type: none">- Has never had serious thoughts about suicide.- Has no history of mental health problems.
Other <ul style="list-style-type: none">- Has no history of mental health problems.	

**ATTACHMENT B3 -
STATIC RISK SCORES REPORT SAMPLE
Fictitious Offender**

952-4867 Attachment B3 Risk Scores Report.pdf

Static Risk Scores Report

Subject: Cline, John

Completed by: Smith, James

DOB: 12/12/1989

Completed: 8/24/2010

Risk Category: Moderate

Static Risk Factors		Answer
1.	Age at Time of Current Sentence	20 to 29
2.	Gender	Male
3.	Juvenile Felony Convictions	None
4.	Juvenile Non-Sex Violent Felony Convictions	None
5.	Juvenile Felony Sex Convictions	None
6.	Commitments to a Juvenile Institution	None
7.	Current Felony Sentence	First
8.	Felony Homicide Convictions	None
9.	Felony Sex Convictions	None
10.	Felony Violent Property Convictions	None
11.	Felony Assault Convictions - Non Domestic Violence Related	None
12.	Felony Domestic Violence Assault or Felony Violation of a Domestic Violence Related Protection Order, Restraining Order, or No-Contact Order	None
13.	Felony Weapon Convictions	None
14.	Felony Property Convictions	One
15.	Felony Drug Convictions	None
16.	Felony Escape Convictions	None
17.	Misdemeanor Assault Convictions - Not Domestic Violence Related	None
18.	Misdemeanor Domestic Violence Assault or Misdemeanor Violation of a Domestic Violence Related Protection Order, Restraining Order, or No-Contact Order	None
19.	Misdemeanor Sex Convictions	None
20.	Misdemeanor Other Domestic Violence: Any non-violent misdemeanor convictions that are connected to domestic violence	None
21.	Misdemeanor Weapon Convictions	None
22.	Misdemeanor Property Convictions	None
23.	Misdemeanor Drug Convictions	None
24.	Misdemeanor Escapes Convictions	None
25.	Misdemeanor Alcohol Convictions	None
26.	Revocations and/or sanctions from supervision violations resulting in confinement time	None

State: CA	County: Fresno	Sentence Date: 8/2/2010	CAUSE TYPE: Adult	SENTENCE TYPE: Probation	SOURCE: Court Register
Crime Title: PC -BURGLARY (F) *			Offense Code: 459	DV: No	Arrest/Offense Date: 6/7/2010

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFP NUMBER: 952-4867

ADULT DAY REPORTING CENTER

October 6, 2010

PURCHASING USE

JEB

G:\ADMIN\KRAU\2010 ADULT DAY REPORTING CENTER\952-4867

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON OCTOBER 20, 2010.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications are to be directed to: **Patricia Flaherty, phone (559) 456-7110, e-mail CountyPurchasing@co.fresno.ca.us, FAX (559) 456-7831.**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 952-4867 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- **An onsite Facility Tour of the proposed Adult Day Reporting Center facility is scheduled for Friday, October 8, 2010 at 10:00 a.m. at 2212 N. Winery, Suite 122. The facility is located on Winery between Clinton and McKinley, on the east side of the street.**
- **Vendors interested in attending must RSVP to County Purchasing, Pat Flaherty, (559) 456-7110.**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 952-4867

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

The following includes changes and clarifications to the Service Requirements for Request for Quotation No. 952-4867. Bidders shall consider this newly provided information when preparing their responses to this RFQ. Attached are revised and/or additional pages to the RFP.

- ❖ Revised Cost Proposal page.
 - ❖ Revised Award Criteria page.
 - ❖ Revised map that includes room dimensions.
 - ❖ Budget pages for \$400,000.00 level and \$500,000.00 level.
1. The Strong Assessment tool will be used. Contrary to what was stated at the Vendor Conference on October 4, 2010, reassessments will be completed by the **Probation Department**.
 2. Hours of Operation. Replace what was stated in the RFP, with the following: The DRC shall be able to provide monitoring and treatment services seven (7) days a week, excluding County holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Caesar Chavez Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day), with office hours that can accommodate the work schedules of the clientele. The minimum hours of operation will be Monday - Friday, 8:00 a.m. to 8:00 p.m. as well as a minimum of 4 hours of operation on Saturdays and Sundays. Interested vendors shall provide the proposed hours of operation for weekends in the Response to RFP.
 3. Random Drug Testing, Page 23 of the Scope of Work, in addition to what the RFP currently asks vendors to describe, please also include "the frequency per program phase" for random drug testing.
 4. It was stated in the RFP that the program could possibly expand to 75-100 slots. The Probation Department is withdrawing this statement from the RFP. Please delete this mention from the Overview on Page 3, first paragraph of the Scope of Work on Page 22, Staffing/Management Plan on Page 25, and the Cost Proposal section on Page 26 (delete entire 2nd paragraph).
 5. Experience. Vendor shall describe prior experience in working with youthful offenders and providing evidence-based programming in a DRC or DRC-like environment (as described herein).
 6. See attached revised "Cost Proposal" page. Also attached are two (2) sample budget pages, one is for the \$400,000.00 level and one for the \$500,000.00 level.
 7. See attached revised "Award Criteria" page.
 8. All participants in the DRC program will be court ordered. Probation will make a recommendation to the Court and then if the Court so orders, the offender will be referred to the program. Participants will be male and female. It is not anticipated that sex offenders will be in the program; however, the Court has sole discretion in ordering commitments.

9. No Electronic Monitoring is anticipated for the Day Reporting Center.
10. There will be one Deputy Probation Officer assigned to a Day Reporting Center caseload.
11. There is no security provided to the program. County security checks on the building afterhours, but it does not provide other security services nor do the Probation Officers located in the building. The vendor is responsible for security of its operation.
12. The County desires the DRC Vendor to provide aftercare services. However, participants in the aftercare program are not part of the 50 contracted slots. The aftercare program's length and curriculum are to be described in detail by the vendor in the Response to RFP.
13. It is possible that Day Reporting Center staff could be subpoenaed to appear in Court. Since a Day Reporting Center is a new program for the Fresno County Probation Department, it is unknown what the frequency might be for such an appearance.
14. Funding. It is anticipated that funding for this program will be available for at least one and one half to two years. However, as with all government funding, it is contingent on approval by the appropriating government agency.
15. Public Transportation is available to the DRC location.
16. All vendor staff assigned to the DRC must undergo and pass a criminal history background check conducted by the Probation Department prior to assignment to the DRC. The background check will be conducted at the Probation Department's expense.
17. A copy of the Vendor Conference sign-in sheets is attached.
18. There will be an onsite Facility Tour of the proposed DRC facility, located at 2212 N. Winery, Suite 122, on Friday, October 8, 2010, at 10:00 a.m. Vendors must RSVP with Pat Flaherty of Purchasing, 456-7110 if interested in attending. There will be no rescheduling of the tour. Attached is an updated copy of the map showing the dimensions of the various rooms for DRC use. **(There will not be any questions/answers available at the walk through. Vendors are to submit their questions, comments or concerns by fax at (559) 456-7831 or email at CountyPurchasing@co.fresno.ca.us).**

COST PROPOSAL

The Probation Department requests interested vendors provide detailed budgets for two (2) service levels--one (1) budget at \$400,000 annually and one (1) budget at \$500,000 annually. Sample budget pages are attached.

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section, the County will look at the amount of services provided for each funding level (i.e. what level and quantity/quality of services will be provided for each funding level).

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. The amount of demonstrated prior experience in working with youthful offenders and providing evidence-based programming in a DRC or DRC-like environment as outlined in this RFP.
- C. Does the bidder demonstrate knowledge and experience in providing evidence-based programming?

STAFFING/MANAGEMENT PLAN

- A. Is the organizational plan and staffing/management structure adequate and appropriate for providing and overseeing the proposed services?

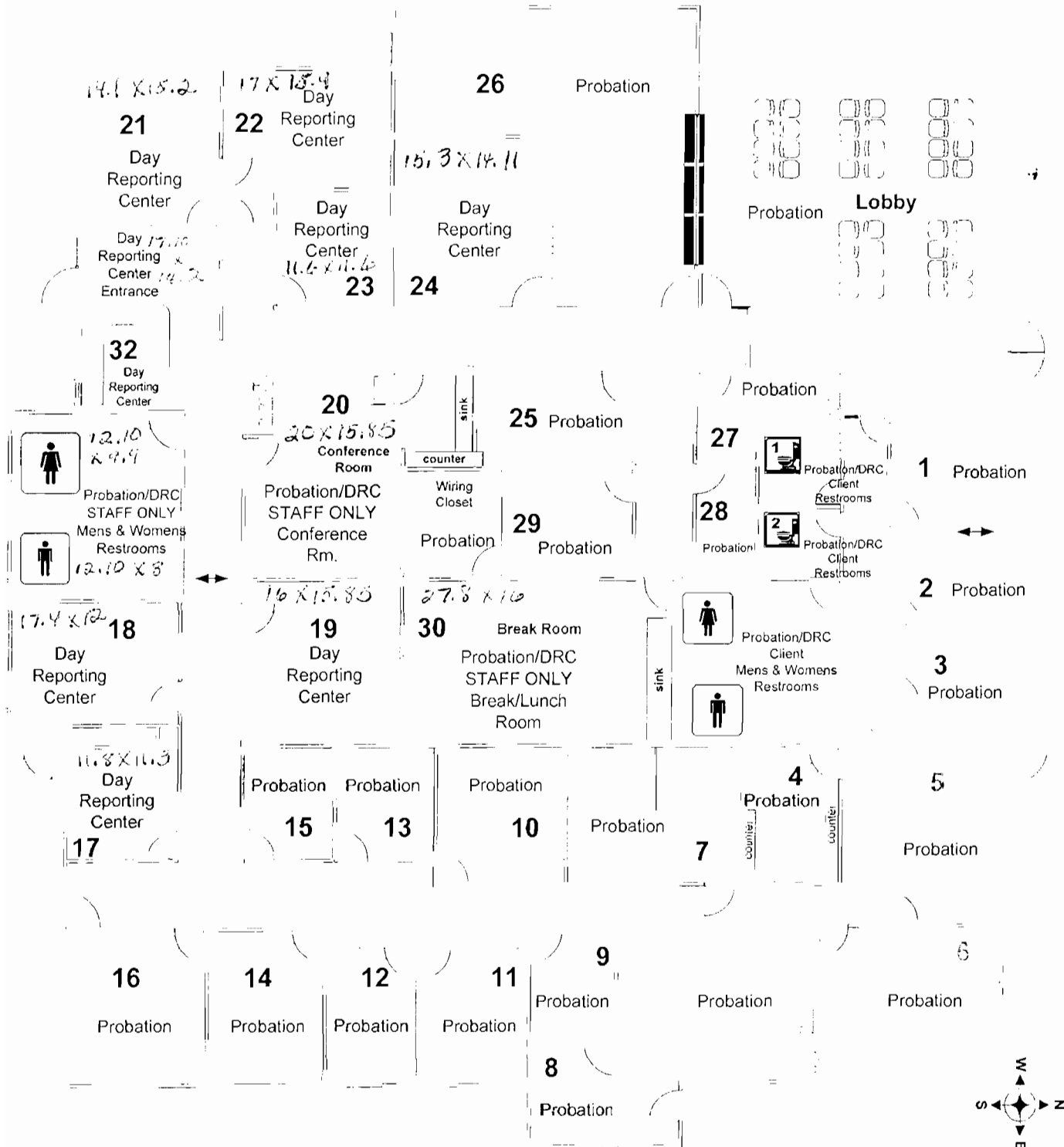
**REVISED PROPOSED SHARED SPACE
MAP WITH DIMENSIONS**

[952-4867 Map with Dimensions.pdf](#)

Proposed Shared Space
Drug Suppression Unit/Day Reporting Center
2212 N. Winery, Suite 122
Fresno, CA 93703

DRC Rooms/Areas: ATTACHMENT A
17, 18, 19, 21, 22, 23, 24, and 32

Shared DRC/Probation Areas:
Staff Only Restroom, Staff Only Conference Room (20), Staff Only Break/Lunch Room (30), and client restrooms.



**BUDGET PAGES FOR
\$400,00.00 LEVEL AND \$500,00.00**

952-4867 Budget Sheets.xls

Adult Day Reporting Center (50 slots)				
(Enter Provider Name)				
Estimated Annual Budget (\$400,000 level)				
EQUIPMENT & OTHER:				Page 2 of 2
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	EQUIPMENT & OTHER TOTAL			\$0
INDIRECT EXPENSES:				
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	Itemized Description			\$0
	INDIRECT TOTAL			\$0
	TOTAL PROGRAM EXPENSES			

Adult Day Reporting Center (50 slots)						
(Enter Provider Name)						
Estimated Annual Budget (\$500,000 level)						
EQUIPMENT & OTHER:						Page 2 of 2
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	EQUIPMENT & OTHER TOTAL					\$0
INDIRECT EXPENSES:						
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	Itemized Description					\$0
	INDIRECT TOTAL					\$0
	TOTAL PROGRAM EXPENSES					

Vendor Conference Sign-In Sheets

952-4867 Vendor Conf. Sign-In Sheets.pdf

BID NO.: 952-48767

DATE: 10-4-10

ADULT DAY REPORTING CENTER

DESCRIPTION OF BID

- ☐ JOB SITE INSPECTION
- ☒ VENDOR CONFERENCE
- ☐ BID OPENING

BID DUE DATE: 10-20-10

BUYER: Patricia Flaherty

B.I Inc
COMPANY NAME
 Matt Moore
COMPANY REPRESENTATIVE
 148 S. Clower Ave
COMPANY ADDRESS
 Fresno, CA 93727
CITY/STATE/ZIP
 matt.moore@bi.com
E-MAIL ADDRESS
 559-515-6967 559-272-2119
PHONE NUMBER FAX NUMBER

BI Inc.
COMPANY NAME
 Matt Swando
COMPANY REPRESENTATIVE
 6400 Lookout Rd.
COMPANY ADDRESS
 Boulder CO 80301
CITY/STATE/ZIP
 matt.swando@bi.com
E-MAIL ADDRESS

(303) 218-1000 (303) 218-1461
PHONE NUMBER FAX NUMBER
 Common Community Educ. Centers
COMPANY NAME
 DANIEL LAKE
COMPANY REPRESENTATIVE
 339 Regency Circle #205
COMPANY ADDRESS
 Santa CA 93906
CITY/STATE/ZIP
 DANIEL.LAKE@CECINTL.COM
E-MAIL ADDRESS
 714-772-3488 831-442-0677
PHONE NUMBER FAX NUMBER

West Care Ca
COMPANY NAME
 Laura Sandoval
COMPANY REPRESENTATIVE
 4944 E. Clinton Way
COMPANY ADDRESS
 Fresno Ca 93727
CITY/STATE/ZIP
 Laura.Sandoval@westcare.com
E-MAIL ADDRESS
 751-4800 237
PHONE NUMBER FAX NUMBER

Kings View Corp
COMPANY NAME
 Candice Smith
COMPANY REPRESENTATIVE
 411 N. Goldenstate
COMPANY ADDRESS
 Fresno
CITY/STATE/ZIP
 Csmith@Kingsview.org
E-MAIL ADDRESS
 PHONE NUMBER FAX NUMBER

Probation
COMPANY NAME
 Karen Rau
COMPANY REPRESENTATIVE
 1100 Van Ness Ave., 8th Floor
COMPANY ADDRESS
 Fresno, CA 93721
E-MAIL ADDRESS

G4S
COMPANY NAME
 Kevin Nelson
COMPANY REPRESENTATIVE
 4311 19th Ave NW
COMPANY ADDRESS
 Gig Harbor, WA 98335
CITY/STATE/ZIP
 Kevin.Nelson@US.G4S.com
E-MAIL ADDRESS
 253-853-2061 253-853-2062
PHONE NUMBER FAX NUMBER

~~RAY BANKS~~ TURNING POINT
COMPANY NAME
 RAY BANKS
COMPANY REPRESENTATIVE
 PO Box 7447
COMPANY ADDRESS
 Visalia CA 93290-7447
CITY/STATE/ZIP
 TPOCCRedd@AOL.COM
E-MAIL ADDRESS
 559-786-8225 559-622-2376
PHONE NUMBER FAX NUMBER

BID NO.: 952-4867

DATE: 10-4-10

ADULT DAY REPORTING CENTER

DESCRIPTION OF BID

- ☐ JOB SITE INSPECTION
- ☒ VENDOR CONFERENCE
- ☐ BID OPENING

BID DUE DATE: 10-20-10

BUYER: Patricia Flaherty

TurningPoint
COMPANY NAME
Dennis Rezn
COMPANY REPRESENTATIVE
1638 E Street
COMPANY ADDRESS
Fresno Ca. 93721
CITY/STATE/ZIP
Tpdir@aol.com
E-MAIL ADDRESS

559 237 0846 559 237 2832
PHONE NUMBER FAX NUMBER

Quality Group Homes
COMPANY NAME
Laura Romero
COMPANY REPRESENTATIVE
4928 E. Clinton Suite #108
COMPANY ADDRESS
Fresno, CA. 93727
CITY/STATE/ZIP
laurar@qualitygrouphomes.org
E-MAIL ADDRESS

(559) 252-6844 (559) 252-1121
PHONE NUMBER FAX NUMBER

Joy Bhangaga Promesa Behavioral Health
COMPANY NAME
Lisa Weigant
COMPANY REPRESENTATIVE
7475 W Palm
COMPANY ADDRESS
Fresno CA 93711
CITY/STATE/ZIP
lweigant@promesabehavioral.org
E-MAIL ADDRESS

439-5437 434-5411
PHONE NUMBER FAX NUMBER

Fresno Career Development Institute, Inc
COMPANY NAME
Joy Bhangaga
COMPANY REPRESENTATIVE
1645 E Street #105
COMPANY ADDRESS
Fresno CA 93706
CITY/STATE/ZIP
JBhangaga@fresnodi.com
E-MAIL ADDRESS

7-498-7155 559-498-7162
PHONE NUMBER FAX NUMBER

Fresno Co Probation
COMPANY NAME
Rick Chavez
COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

600-1298
PHONE NUMBER FAX NUMBER

Fresno County Probation
COMPANY NAME
Greg Reinke
COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER FAX NUMBER

Fresno Co. Probation
COMPANY NAME
Kirk Haynes
COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

905-2325
PHONE NUMBER FAX NUMBER

Fresno County Probation
COMPANY NAME
DAVID Ruiz
COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER FAX NUMBER

BI

COPY

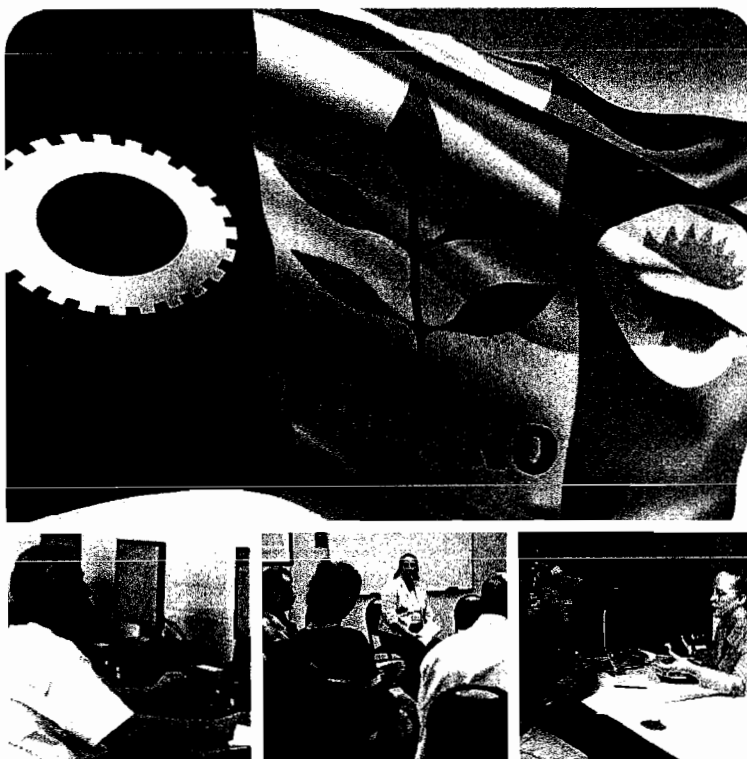
Adult Day Reporting Center

Prepared by BI Incorporated for Fresno County, California Probation Department

RFP Number
952-4867

BI Contact:
Scott McCool
Area Sales Manager,
West Coast
303.218.1056
BI Incorporated

Due:
October 20, 2010
at 2:00 p.m.





Our Promise to You

BI Incorporated is committed to conducting business in an ethical manner and with respect for the customers that we serve. There is little margin for error when considering community public safety. So, as part of BI's continuous effort to provide the highest level of overall service, it is our promise to you that BI will:

- Employ ethical team members who strive for the highest level of excellence, accountability and integrity
- Provide an accurate and clear representation of our products, services, certifications and qualifications
- Focus on your needs, and how we can best meet them, rather than focus on what our competitors can or cannot do
- Provide you with reliable and effective technology
- Provide you with responsive and knowledgeable 24x7 customer service and support
- Identify important agency risks, system limitations, or program considerations that may impact community public safety

BI's reputation as an industry leader is based on our strong tradition of quality, trust, and integrity in all aspects of our business. It is not just about what we sell or the services we provide, it is about who we are as a company.

All BI employees are required to understand and follow a Code of Ethics and Business Conduct, which is available for your review. BI will always be a trusted, honest and reliable partner to our customers. That is our promise to you.

Bruce J. Thacher

Bruce J. Thacher
President & CEO
BI Incorporated



COUNTY OF FRESNO REQUEST FOR PROPOSAL

NUMBER: 952-4867

ADULT DAY REPORTING CENTER

September 17, 2010

ORG/Requisition: 34300300/ 3431100077

PURCHASING USE

saw

G:\PUBLIC\RFP\952-4867 ADULT DAY REPORTING CENTER.DOC

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON OCTOBER 20, 2010.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: Patricia Flaherty, e-mail CountyPurchasing@co.fresno.ca.us, phone (559) 456-7110, or fax (559) 456-7831.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <http://www2.co.fresno.ca.us/0440/Bidshome2.asp> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Proposal Schedule.

1. Complete delivery will be made within 60 calendar days after receipt of Order. contract signing
2. A cash discount 0 % 0 days will apply.

B.I. Incorporated

COMPANY

6400 Lookout Road

ADDRESS

Boulder

CO

80301

CITY

STATE

ZIP CODE

(303) 218-1000

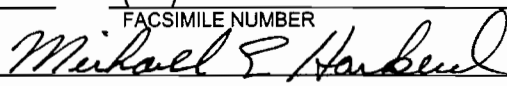
(303) 218-1250

Mike.Hankerd@bi.com

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS



SIGNED BY

Michael E. Hankerd

Corporate Controller

PRINT NAME

TITLE

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFP NUMBER: 952-4867

ADULT DAY REPORTING CENTER

October 6, 2010

PURCHASING USE
JEB

G:\PUBLIC\RFP\952-4867 ADD 1.DOC

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON OCTOBER 20, 2010.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications are to be directed to: **Patricia Flaherty, phone (559) 456-7110, e-mail CountyPurchasing@co.fresno.ca.us, FAX (559) 456-7831.**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 952-4867 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- An onsite Facility Tour of the proposed Adult Day Reporting Center facility is scheduled for Friday, October 8, 2010 at 10:00 a.m. at 2212 N. Winery, Suite 122. The facility is located on Winery between Clinton and McKinley, on the east side of the street.
- Vendors interested in attending must RSVP to County Purchasing, Pat Flaherty, (559) 456-7110.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 952-4867

COMPANY NAME: B.I. Incorporated

(PRINT)

SIGNATURE: 

NAME & TITLE: Michael E. Hankerd, Corporate Controller

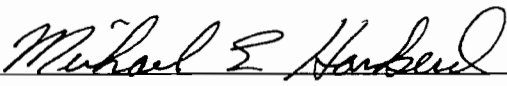
(PRINT)

PROPOSAL IDENTIFICATION SHEET*RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL*

Our proposal is attached and identified as: _____

Adult Day Reporting Center, RFP Number 952-4867Prepared by BI Incorporated for Fresno County Probation Department

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within 60 calendar days after signing of the final contract.Company: B.I. IncorporatedAddress: 6400 Lookout RoadBoulder, CO Zip: 80301Signed by: Michael E. Hankerd

Print Name

Corporate Controller

Print Title

<u>(303) 218-1000</u>	<u>(303) 218-1250</u>	<u>Mike.Hankerd@bi.com</u>
Telephone	Fax Number	E-mail Address

Date: October 11, 2010

COVER LETTER

Patricia Flaherty, Senior Buyer, County of Fresno, Purchasing
4525 East Hamilton Avenue, 2nd Floor, Fresno, CA 93702-4599

Dear Ms. Flaherty:

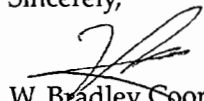
The Fresno County Probation Department has taken the important step of going out to RFP for a Day Reporting Center (DRC) to assist clients in developing the skills necessary to remain crime-free and participate fully as productive citizens in the community. By implementing BI's evidence-based programming in the DRC, the County can expect to see reduced recidivism rates, a slowing of felony probation revocations, and a positive impact on community safety. BI Incorporated has been offering our proposed research-based programming for nearly 15 years. Our programs incorporate the eight evidence-based principles (EBP) for effective interventions, and evolve to keep current with the latest research and best practices.

To encompass the core components and vision of Fresno County's DRC, BI proposes two program models that fall within a \$400,000 and a \$500,000 budget. In both funding scenarios, BI offers an appropriate blend of supervision services, case management, and cognitive behavioral treatment for each client. However, our proposed \$500,000-funded DRC model offers a more comprehensive level of services with value-added components such as dedicated staff to provide education/employment training; an expanded on-site computer lab; client access to our proprietary Get Connected website; BI VoiceID for enhanced client check-ins; and more robust family/parenting programming.

With these added program elements, a DRC funded at \$500,000 is better able to achieve the desired success rates. For comparison, employment outcomes generated from our Merced County DRC show the importance of implementing as many resources as possible. With a full computer lab and dedicated employment staff, the Merced DRC determined that 94% of probationers who successfully completed the program are employed and/or in school. By utilizing all the funding dollars made available to the County for the implementation of a DRC, Fresno County stands in an optimal position for producing similarly impressive metrics for education/employment rates; client attendance and participation; reduced drug and/or alcohol use; and reduced recidivism rates. Recurring funding for the Fresno DRC is incumbent on demonstrated results, and the County has an increased ability to achieve strong outcomes with the most robust program available to them. In addition, the importance of contracting with a vendor like BI - who can help deliver these tangible, positive results - can not be underestimated.

B.I. Incorporated is a corporation located at 6400 Lookout Road, Boulder, CO 80301. BI is the bidder responding to this RFP. Brad Cooper is the person authorized by the organization to make representations on behalf of BI. He can be contacted at the address and number listed below. Scott McCool, Area Sales Manager is the person to be used for contact. He can be contacted at BI's corporate address; by telephone at (303) 218-1056; or by cellular phone at (727) 207-5559.

Sincerely,



W. Bradley Cooper, Chief Financial Officer, BI Incorporated

Phone: (303) 218-1000 Email: Brad.Cooper@bi.com 6400 Lookout Road, Boulder, CO 80301

Cover Letter

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CONFLICT OF INTEREST STATEMENT

BI does not foresee any potential for situations where conflict of interest could occur due to individual or organizational activities that occur within the County. We will comply with all federal, state, and local conflict of interest laws, statutes, and regulations.

Conflict of Interest Statement

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

(Company Name) has submitted information identified as Trade Secrets in a separate marked binder.**

(Company Name) has not submitted information identified as Trade Secrets.

ACKNOWLEDGED BY:

Signature

(303) 218-1000
Telephone

W. Bradley Cooper, Chief Financial Officer
Print Name and Title

October 18, 2010
Date

6400 Lookout Road
Address

Boulder CO 80301
City State Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)
W. Bradley Cooper, Chief Financial Officer

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

B.I. Incorporated welcomes the opportunity to extend contract terms and conditions beyond the cooperative purchasing of the Central Valley Purchasing Group, and upon approval from the County, we would like to include statewide cooperative purchasing in a subsequent contract should we be awarded the RFP.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSALFirm: B.I. Incorporated**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: Monterey County, California Contact: Todd Keating, Adult Division Manager
 Address: 20 West Gabilan Street
 City: Salinas State: CA Zip: 93901
 Phone No.: (831) 796-1221 Date: December 2009 - present
 Service Provided: Through a BI-operated Day Reporting Center in the County, BI provides treatment, training, and case management services to more than 50 probationers who pose a moderate to high risk level of returning to jail.

Reference Name: Napa County Probation Department Contact: Mary Butler, Chief Probation Officer
 Address: 1125 Third Street, 2nd Floor
 City: Napa State: CA Zip: 94559
 Phone No.: (707) 253-4431 Date: March 2009 - present
 Service Provided: Through a BI-operated Community Corrections Service Center in the County, BI offers treatment and services to up to 50 probationers and pre-trial defendants. BI also provides treatment and services to up to 50 inmates in the County jail in order to facilitate a successful transition to life after release.

Reference Name: Dutchess County Probation Department Contact: Mary Ellen Still, Probation Director
 Address: 50 Market Street
 City: Poughkeepsie State: NY Zip: 12601
 Phone No.: (845) 486-2600 Date: February 2007 - present
 Service Provided: Through a BI-operated Community Transition Center in the County, BI provides treatment and training, supervision support, and case management services

Reference Name: San Joaquin County Probation Contact: Patty Mazzilli, Chief Probation Officer
 Address: 24 South Hunter Street #201
 City: Stockton State: CA Zip: 95202
 Phone No.: (209) 468-4070 Date: May 2010 - present
 Service Provided: Through a BI-operated Day Reporting Center in the County, BI provides treatment, training, and case management services to more than 70 probationers.

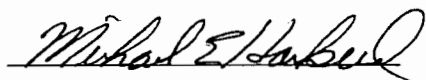
Reference Name: Merced County Probation Department Contact: Scott Ball, Chief of Probation
 Address: 2150 "M" Street, 2nd Floor
 City: Merced State: CA Zip: 95340
 Phone No.: (209) 385-7560 Date: March 2008 - present
 Service Provided: BI currently operates Adult and Juvenile Day Reporting Center programs for the County. The Adult DRC serves adult probationers and youthful offenders (18 to 25 years old), and the Juvenile DRC serves offenders from 13 to 18 years old. BI provides supervision, treatment, and training services that are appropriate to the specific needs of the adult, youthful, and juvenile populations.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:



Michael E. Hankerd, Corporate Controller
(Printed Name & Title)

Date: October 11, 2010

B.I. Incorporated
(Name of Agency or Company)

EXCEPTIONS

BI does not wish to take any exceptions to the County's requirements and conditions.

Exceptions

VENDOR COMPANY DATA

A. BI's Familiarity with Issues Associated with this Project

The Fresno County Probation Department offers an impressive array of programs and delivers a high level of public service. However, as is the case in nearly every criminal justice agency across the country, persistent problems of crime, recidivism, and jail overcrowding require the County to use its resources as efficiently and effectively as possible when controlling and reducing offender risk.

BI has an in-depth knowledge of Senate Bill 678, including its associated goals, targets, and the process of funding being provided to Fresno County. BI understands that recurring funding for the Fresno DRC is incumbent on demonstrated results. Fresno currently has one of the higher felony probation revocation rates in the State of California¹. If the County can implement the STRONG assessment and the DRC it has chosen to invest in to lower the County's felony probation revocation rates, it stands to gain 40% of the State's savings for each revocation reduced. The State has not announced its savings rate per prisoner reduced. However, even at a very conservative savings rate of \$30,000, the County stands to gain \$12,000 in funding per revocation reduced starting in 2012. BI can support the County in securing this recurring funding in the following ways:

- ❖ BI can hire and train staff and have the program completely operational within 60 days of contract signing in order to immediately begin impacting the felony probation population
- ❖ Regional BI staff are available to provide program support by shadowing local DRC staff and refining their techniques to ensure that the program operates smoothly from day one
- ❖ BI will work closely with County staff to establish effective referral mechanisms in order to ensure that the program is used at its full capacity
- ❖ BI will monitor key program performance indicators and intermediate outcome measurements in order to continuously improve the program and drive better results
- ❖ BI's proven cognitive-behavioral programming will positively impact long-term changes among the felony probation population, which ultimately affects felony probation revocation rates

The Merced County DRC that BI currently operates in California offers a prime example of BI's ability to not only monitor, measure, and report on the progress of program outcomes; it validates the positive effect BI programming can have upon an offender population. As two distinct programs that directly addresses the needs of adult probationers, youthful offenders, and juvenile populations, the Merced DRC is particularly relevant to the scope of the County's desired DRC. Merced County demographics are also similar to Fresno populations. The Merced DRC offers a continuum of supervision and cognitive-behavioral treatment services seven days a week for moderate to high-risk probationers. Since the DRC's opening in March 2008, the

1. The California Legislative Analyst's Office published a report titled "Achieving Better Outcomes for Adult Probation" on May 29, 2009. This report showed that for 2005-2007, Fresno had the 7th highest felony probation revocation rate in the State. http://www.lao.ca.gov/2009/crim/Probation/probation_052909.pdf

Vendor Company Data

program has provided comprehensive services to 303 probationers and generated the following outcomes:

Program Attendance & Participation. Probationers in the program are required to check-in at the DRC daily and participate in 20 hours of services per week.

- ❖ Average Program Attendance at the Merced DRC is **89%**
- ❖ Average Group Attendance to the Merced DRC is **83%**

Reduced Recidivism. The Merced DRC uses the validated Level of Services Inventory-Revised (LSI-R) to assess criminogenic risk. This tool correlates the risk/needs of offenders with their chance of re-offending by looking at 10 areas of their life, including criminal history, financial situation, and alcohol/drug problems. Comprehensive studies have shown the LSI-R scale can accurately predict an offender's chance of committing a new crime.

- ❖ The average probationer referred to a Merced DRC is assessed as High Risk with an **LSI score of 27**, which has an approximate 84% associated chance of recidivism.
- ❖ The average probationer successfully completing a Merced program is assessed as a Medium Risk with an **LSI score of 18**, which has an approximate 56% chance of recidivism.
- ❖ On average, probationers with both an intake and discharge LSI-R score experienced a **37% decrease in risk** based on validated LSI-R score and risk correlation studies.

Intensive Substance Abuse Monitoring & Treatment. The Merced DRC provides an intensive drug and alcohol program.

- ❖ The Adult DRC has performed 3854 drug tests
- ❖ **42%** of probationers with less than 30 days in the program are alcohol and drug free
- ❖ **76%** of probationers with more than 120 days in the program are alcohol and drug free

Education & Vocational Treatment. The Merced DRCs provide probationers with services designed to improve their employability. Like our proposed \$500,000 level DRC for Fresno County, the Merced County DRC incorporates an eight computer Resource Center; KeyTrain and Career Skills training software; and a full-time BI Education/Employment Coordinator. These program components played an important role in helping Merced County achieve the following statistics for DRC clients:

- ❖ **31%** of probationers are employed and/or in school at intake
- ❖ **72%** of all probationers discharged (including all types of discharges) from the program are employed and/or in school at termination
- ❖ **94%** of probationers who **successfully completed** the program are **employed and/or in school**.

The above program components are similar to the program models proposed for Fresno County, and are particularly in line with our offered \$500,000 funded scenario. The results generated from our Merced County DRC provides just one example of BI's ability to help Fresno County

achieve positive and measurable accomplishments that meet SB678 goals for reductions in commitments to the State. We are excited for the opportunity to contract with the County for a DRC that aims to reduce long-term client involvement with the criminal justice system by targeting offender behaviors with intensive applications of evidence based practices.

In addition, BI's experience with Fresno corrections agencies also speaks to our ability to help the County meet their stated objectives. BI currently works with Fresno County Probation under a juvenile electronic monitoring contract, and this experience with Probation has provided us with a comprehensive understanding of the needs and issues specific to the criminal justice system in Fresno. BI also operated a DRC for the California Department of Corrections and Rehabilitation in Fresno for almost four years, and although there are differences from this state-level program and the DRC program requested by the County, this local Fresno experience has provided BI with a working knowledge of the community programs and local service providers that can provide complimentary services to the Fresno County DRC.

B. Descriptions of BI's Related Contracts

The Fresno County Probation Department is best served by a provider that has authentic experience working with at-risk offenders in a community-based setting. An inexperienced vendor might propose a misdemeanor level offender model where clients are seen monthly and receive low-level programming on a sporadic basis. Other vendors may only be experienced in offering stand-alone program elements such as employment or substance abuse programming. In order to meet the County's need for a program that directly targets the risk factors associated with criminal behavior, BI's proposed DRC model is more than a menu of offender services. It is a comprehensive program that uses specialized skills such as Motivational Interviewing and research-driven interventions like cognitive-behavioral programming. It is vital that the selected day reporting center program provider have the experience to use its resources effectively, efficiently, and wisely. The following program descriptions demonstrate that BI has this experience with contracts similar to the scope of this RFP.

Monterey County, California

Using a federal grant to launch the program, the Monterey County Probation Department partnered with BI for the implementation of a Day Reporting Center (DRC). BI opened the Monterey County DRC in December 2009 as a structured and supportive environment that is conducive to successful offender reentry. Located in the City of Salinas, the DRC is in close proximity to other County probation services offices in order to simplify reporting requirements and ease coordination between BI and probation officers. BI DRC staff provide treatment, training, and case management services to more than 50 probationers who pose a moderate to high risk of returning to jail. Probationers remain in the program for up to 180 days, and progress through the following stages:

- ❖ An *assessment and planning phase* that includes reviewing criminogenic risk and needs, then developing a customized Behavior Change Plan for each client.
- ❖ A *treatment phase* that includes one-on-one cognitive behavioral therapy; substance abuse counseling; employment services; and referrals to local service providers for services that address domestic violence, anger management, and parenting skills needs. A bright spot of

Vendor Company Data

the DRC program has been the parenting component. By connecting clients and their families to supportive parenting practices in the community, the program works to help stabilize clients.

- ❖ An *Aftercare component* that includes relapse prevention elements; periodic client check-ins with their assigned BI Case Manager; and long-term planning for successful community life.

Napa County, California

In 2004, Napa County began to experience frequent jail overcrowding. The County determined that its jail capacity was inadequate, yet calculated the cost of new jail construction at \$105,000 per bed - with an almost \$32,000 annual operation cost per bed. The Napa County Criminal Justice Committee was formed to seek improvement in the system. In addition to cost-effective solutions, the committee sought to include evidence-based practices into any implemented solution. Committee members recognized that implementing evidence-based practices could reduce the demand for costly jail beds, but agreed that the focus should be on enhancing public safety by reducing recidivism. Napa County's Board of Supervisors approved the implementation of a Community Corrections Service Center (CCSC) that would deliver evidence-based treatment and correctional services to carefully screened offenders.



Three representatives from the Napa County Probation Department recently participated in a mock interview session with eight clients. The clients were respectful, attentive, and accepted feedback from each other, staff, and the guests from the County. The clients clearly demonstrated that they had prepared for their "interview" and incorporated suggestions as they practiced. After the session, County staff had many positive comments, including, "All I know is that this is working for these guys and I haven't seen anything work before."

The Napa County Probation Department oversees the CCSC, and selected BI to operate the program. Opened in March 2009, the CCSC operates seven days a week and currently offers services to probationers, pre-trial defendants, and inmates. Upon referral, a BI staff member administers the LS/CMI assessment to determine the client's specific treatment needs. Community-based clients report to the CCSC daily at first, then less frequently as they comply with program guidelines. Clients are also monitored for alcohol and drug use; meet frequently with their assigned BI Case Manager; and participate in treatment groups. Treatment groups include Moral Reconnection Therapy (MRT); substance abuse education and treatment; adult basic education and GED preparation; life skills; parent and family classes; anger management; employment skills building, and Aftercare.

In addition to serving community-based clients, BI staff also provide services for up to 50 inmates in the County jail. This program component introduces inmates to treatment and training while they are incarcerated in order to facilitate a successful transition to life after release. Inmates can reduce their time in jail if they successfully complete certain levels of the program and then transition to the CCSC after release. This benefits taxpayers; program participants and their families; and the local criminal justice system.

The CCSC's close connection to the County jail also benefits clients in the community-based element of CCSC programming. When community-based clients are non-compliant, they receive additional sanctions - which can include a short stay back in jail. If client is returned to the jail, they will still receive services and are required to work; therefore program continuity is maintained and results are enhanced.

San Joaquin County, California

In May 2010, BI opened a Day Reporting Center for San Joaquin County based on our core day reporting model. Our Core Model is an individual, cognitive-behavioral model. It presents a cost-saving alternative to our comprehensive, one-stop day reporting model, while still working to positively impact recidivism and public safety. The San Joaquin Core Model DRC currently serves more than 70 probationers. When a client is first referred to the DRC, BI staff review the client's criminogenic risk and needs, then develop an individualized Behavior Change Plan for the client. BI staff also provide on-site treatment and training services that include individual cognitive behavioral therapy, MRT, substance abuse counseling, and employment services. The San Joaquin County Office of Education also provides an on-site teacher to help clients prepare for the GED test or earn a high school diploma. BI staff provide client referrals to local service providers for needed resources that address domestic violence, anger management, and parenting skills. Discharge planning is a key component of the San Joaquin DRC. BI staff work closely with clients to develop an Aftercare Behavior Change Plan, which includes a relapse prevention plan and long-term goals that address critical needs as clients complete the program and move into independent living. During Aftercare, clients continue to check-in with their BI Case Manager as they work toward meeting the stated long-term goals.

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Merced County, California

The Merced County Probation Department is responsible for supervising 4,500 adult and juvenile offenders on felony probation. When funding became available, the County decided to implement rehabilitative programming to turn younger offenders into contributing members of the community.

The Probation Department turned to BI to operate the Merced County DRC for adult probationers and youthful offenders, which opened in March 2008. After just a few months, the Probation Department approached BI about opening a similar program for juvenile offenders ranging in age from 13 to 18 years old. In June 2008, BI opened the Juvenile DRC program.

County probation officers administer the LSI assessment to determine if the offender is a good candidate for the DRC program.

Typically, the department targets medium-risk offenders for the DRC. The Merced County adult DRC program includes intensive supervision, treatment, and training. The program serves 50 adult clients daily, and is co-located with the County's BI-operated electronic monitoring program. Based on the LSI assessment results, treatment can include MRT; employment readiness; substance abuse treatment; life skills training; anger management, parenting skills; and community referrals. Supervision includes daily check-ins; alcohol and drug testing; intensive case management; and computerized data collection. If clients are non-compliant, staff can apply the additional sanctions of a Violator's Track, which includes the option of electronic monitoring. Clients report to the DRC seven days a week when they begin, but as they progress through the program and achieve milestones that reflect changes in behavior and thinking, they are required to check-in less frequently. Clients typically attend the DRC for six months before beginning Aftercare.

The juvenile DRC manages 25 - 30 juveniles daily. It has most of the same elements of the adult DRC - including cognitive behavioral training - but with adjustments made for the 13 to 18 year old population. Juveniles typically attend the DRC for 90 days, and are on electronic monitoring for those 90 days. Both the juvenile and adult Merced County DRC programs are built around evidence-based practices identified by corrections research and designed to help offenders. These include:

- ❖ Gain structure and stability
- ❖ Change the way offenders think and behave
- ❖ Learn and practice new skills for living a responsible lifestyle



In the Merced DRC, BI started a LifeRing group for adult clients. This support group is for clients struggling with continued substance use and abuse. The goal of the group is to recognize personal vulnerabilities, then develop the coping skills necessary to avoid making poor choices. The group is currently facilitated by BI staff with certification in Drug and Alcohol Counseling. Once the LifeRing group gains momentum, BI staff will be less involved and group will be more self-directed. Attendance for this group is on a volunteer basis, but can be required for clients that test positive for drugs/alcohol.

- ❖ Obtain gainful employment
- ❖ Abstain from alcohol and other drug use

Dutchess County, New York

The Dutchess County Office of Probation and Community Corrections has contracted with BI for a Community Transition Center (CTC) since February 2007. From the CTC, BI provides day reporting services for up to 60 probationers, which includes a youthful offender population. In order to assist the County in effectively lowering incarceration rates and successfully reintegrating offenders back into the community, the CTC offers a full continuum of supervision, case management, and treatment and training services. BI CTC staff use validated risk/needs assessment tools to assign clients to treatment groups and activities. A trained BI staff member leads the following groups within the CTC: MRT cognitive skills training, life skills, anger management, employment readiness, chemical dependency, and parenting. The CTC also employs two GED teachers through Dutchess Community College. These teachers work in the CTC to oversee and conduct a GED and literacy program for clients. In order to assist clients with transportation needs, BI operates two vans to transport clients to and from approved appointments, and staff also provide clients with train/bus tickets.

The CTC is very involved in community service. BI staff identify opportunities for clients to perform community service, and coordinate and supervise weekend community service projects. BI staff also supervise clients completing community service on a daily basis. Client-completed activities include packaging or serving food to those in need; helping set up/clean up at church services or community events; assisting with carpentry, painting, and cleaning; and providing mentoring to at-risk youth. BI staff also take clients on educational field trips in order to provide clients with positive outlets in the community that they may not have known about otherwise. Activities have recently included trips to the library, hiking, apple picking, cookouts in the park, basketball and kickball games, and trips to local museums.

Another unique element of the CTC is the Health Project. The CTC periodically presents health topics of particular interest to CTC clients, and recently made these presentation available to anyone on probation in the County. These presentations typically include guest speakers and an educational film. The CTC recently hosted speakers from a domestic abuse program and a women's shelter, and presentation topics covered include healthy relationships, sex, AIDS, and the age of legal consent.

Summary

BI currently operates eight county-level DRC programs in four states, with over half of these programs located in California. This accounts for BI's 16-plus years of cumulative experience in implementing and operating County DRCs.

C. Qualifications of Individuals Providing Services

If awarded a contract, BI intends to recruit and hire qualified, local personnel specifically for the DRC. We aim to recruit skilled personnel who live in the community where the DRC is located, as these individuals possess a first-hand knowledge of the particular area and have a stake in

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making it a safe place to live. In order to ensure that all staff are qualified to provide services to clients, the BI Training Department creates and oversees contract-specific training agendas and conducts formal training sessions for BI DRC staff. The Training Department has developed specific procedures and requirements for the administration of New Employee training; Level I and Level II training; and Annual Refresher training.

Additionally, one of the eight evidence-based principles from the **What Works** research is *Engage Ongoing Support in Natural Communities*. By improving client bonds and ties to pro-social community members, programs create an environment that supports and positively reinforces desired new behaviors. BI understands that positive relationships between clients and DRC staff play an important role in this principal; therefore we work to ensure that this key component is addressed by selectively hiring experienced staff, then providing rigorous training designed to foster positive staff interactions with all clients.

New Employee Training

When BI implements a new DRC, our intensive, three week New Employee training course ensures that the BI staff hired for the DRC are well trained to deliver cognitive-behavioral strategies to clients. This required training is held in person by a BI Training Specialist and includes the use of role playing and on-the-job training to reinforce the information learned. In addition, the BI Program Manager completes a competency checklist throughout the training course to ensure that each new employee demonstrates their understanding of office procedures, standards, and practices by actively engaging in those activities. The topics and skills covered in BI's New Employee Training are outlined in the below table. All personnel will also be trained in the implementation of emergency procedures within 24 hours of their initial employment. In addition, DRC staff are required to complete BI's Level I training.

PARTICIPANT TRAINING FOR A NEW DRC		
	Topics Covered	Instructors
Week One:	Overview of the criminal justice system BI overview & vision BI Human Resources policies & procedures Reentry model & Treatment philosophy Social Learning Theory What Works research Four days of MRT training	BI Training Specialist Certified MRT Trainer
Week Two:	Contract specific overview - scope & logic model Referrals, Intake, Orientation Documentation of program information Group facilitator training BI Treatment curriculum BI Group Model Case management	BI Training Specialist

EMPLOYEE TRAINING FOR A NEW BI DRC		
Topics Covered		Instructors
Week Three: Occurs on-site in the DRC office	Review and role play of program processes, from client referral to termination Online training DRC office set-up Assessment training (case managers) CPR/First Aid	BI Training Specialist
Week Four: Occurs on-site in the DRC office	On-the-job training Mentoring and job shadowing	Experienced BI DRC Staff, who work closely with new hires to provide on the job support
Week Five: Occurs on-site in the DRC office		

Level I & Level II Training

In addition to recruiting and hiring qualified staff, BI understands that employee training is critical for our staff's competence and personal growth, as well as for program success. We are committed to maximizing our staff's understanding of and ability to perform job responsibilities, and the BI Training Department has developed specific procedures and requirements for the administration of training to our DRC staff. Full-time employees must complete BI's Level I training within 30 days of hire date. Level I covers 40 hours of material including **What Works** research, communication courses, processes, and general policy and procedure training. All Level I courses include tests and quizzes that must be passed with a minimum score of 80%.

BI also conducts Level II Certification at our corporate headquarters in Boulder on a quarterly basis. Level II consists of in-person classroom sessions and courses that provide cognitive behavioral, group facilitation, and equipment training for employees. Tests and quizzes must be passed with a minimum score of 80%, and role-play opportunities are used throughout to enhance staff learning experience and show evidence of learned skills.

Annual Refresher Training

Full-time employees are required to take at least 40 hours of ongoing training per year after their first year with BI. The BI Program Manager identifies the particular needs and interests of the staff in their program and then schedules the appropriate training. This can include refresher courses in human relations, sexual harassment, roles of law enforcement agencies, cultural and ethnic sensitivity, Motivational Interviewing, assessment training, and electronic home monitoring. BI will also ensure that staff providing direct services meet all applicable licensing standards and minimum certification requirements for the State of California.

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Staffing Levels

BI proposes two distinct on-site staff plans for each of the funding levels presented by the County. **In a \$400,000-funded scenario**, BI will staff the DRC with a Program Manager; a Therapist; a Case Manager; and one full-time and one part-time Client Services Specialists. **In a \$500,000-funded scenario**, BI will staff the DRC with a Program Manager; one Education/Employment Coordinator; one Therapist; and one full-time and two part-time Client Services Specialists.

Staffing Qualifications in a DRC Funded at \$400,000

BI proposes to hire one *Program Manager* for the DRC. The Program Manager will have a Bachelor's Degree from an accredited institution in Human Services, Psychology, Criminal Justice, or a related field. The Program Manager will also have five years' experience in criminal justice or case management, and preferably at least one year's experience as a supervisor.

BI proposes to staff the DRC with one *Case Manager*. The Case Manager will have a Bachelor's Degree from an accredited institution in Human Services or related field. The Case Manager will also have at least one year's experience delivering treatment services to adults or juveniles.

BI proposes to staff the DRC with one *Therapist*. This position requires a high school diploma or GED, however a Bachelor's Degree in Psychology or a Human Services discipline is preferred. An advanced degree in Counseling, Social Work, or a Behavioral Health field and/or appropriate State licensure or certification may also be required.

BI proposes to staff the DRC with one full-time and one part-time *Client Services Specialists*. This position will have a high school diploma or GED, however two years' college course work at an accredited institution in Human Services or a business discipline is preferred. This position will also have at least six month's experience in direct client services.

Staffing Qualifications in a DRC Funded at \$500,000

BI proposes to hire one *Program Manager* for the DRC. The Program Manager will have a Bachelor's Degree from an accredited institution in Human Services, Psychology, Criminal Justice, or a related field. The Program Manager will also have five years' experience in criminal justice or case management, and preferably at least one year's experience as a supervisor.

BI proposes to staff the DRC with one *Education/Employment Coordinator*. This position requires a Bachelor's Degree from an accredited institution in Human Services, Criminal Justice, Education, or an employment-related field. This position will also possess at least two years experience working with offender populations in an adult educational setting with a computer lab, and some experience working with the local labor/employment market.

BI proposes to staff the DRC with one *Therapist*. This position requires a high school diploma or GED, however a Bachelor's Degree in Psychology or a Human Services discipline is preferred. An advanced degree in Counseling, Social Work, or a Behavioral Health field and/or appropriate State licensure or certification may also be required.

BI proposes to staff the DRC with one full-time and two part-time *Client Services Specialists*. This position requires a high school diploma or GED, however two years' college course work at an accredited institution in Human Services or a business discipline is preferred. This position will also have at least six month's experience in direct client services.

National Management

Regardless of the funding level, a BI-operated Fresno DRC will be supported by a BI management team that has years of experience working with corrections agencies, and is expert in developing, improving, and delivering unsurpassed solutions to the corrections community.



John Thurston, Vice President, Reentry & Supervision Services. John Thurston oversees BI's supervision services and reentry programs. In addition to regular site visits, John meets weekly with BI's regional and state directors to review program performance, with particular attention to each agency's goals. During site visits, John frequently meets with agency representatives to solicit feedback regarding satisfaction, concerns, and ideas about the program.

Over the past six years John has overseen the contracting, implementing, and managing of more than 20 new reentry centers across the country. These programs are research-based, use the principles of effective intervention, and routinely generate positive outcomes such as risk reduction and employment/ education improvement. John holds a B.A. in International Relations from St. John's University in Minnesota and an MBA in International Business from the Monterey Institute of International Studies.



Matt Moore, Western Regional Manager. Matt is responsible for ensuring that BI supervision services and reentry programs in the Western U.S. meet contract requirements and adhere to evidence-based principles, as measured by program and quality assurance reviews. He also provides oversight and management of new program implementation, including financial, staff, and facility planning, as well as contract fulfillment and growth. Matt has over 20 years experience working for, developing, implementing, supervising, and evaluating state and county community corrections programs that serve diverse populations of juvenile and adult offenders. This includes at-risk and abused youth, serious and repeat criminal offenders, sex

offenders, and substance abusers.

Matt is a graduate of the Louisiana State University Police Academy, and he worked as a juvenile probation supervisor for the East Baton Rouge Parish, Department of Juvenile Services, where he supervised an Intensive Supervision Unit. Matt joined BI in 2002 as the Program Manager at a BI reentry center for the Louisiana Department of Public Safety & Corrections, and was later promoted to State Manager. He moved into his current position in 2004 and has since implemented eight new programs for BI in three states. Currently Matt oversees BI's San Diego, CDCR San Joaquin, San Joaquin County, Napa County, Monterey County, and Merced County DRCs, as well as eight supervision services offices in California, Oregon, and Washington. Matt holds a Bachelor's degree in Sociology and Religion from the University of Mary Hardin Baylor in Texas.

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D. Material Indicative of BI's Ability

As a credible and stable organization that has developed a positive community corrections reputation at both the local, state, and nationwide levels, BI's response to this RFP includes many inherent advantages. For example, both our Merced County DRC and our Napa County Community Corrections Service Center (CCSC) are day reporting programs in California that have been publicly recognized through awards to their supervising counties. The California State Association of Counties (CSAC) selected the Merced County Probation Department for a Challenge Grant award for its innovative, BI-managed DRC program that was established to help manage young offenders in the community. CSAC's Challenge Award recognizes innovative and cost-effective programs launched by California counties. Merced Probation won one of only 12 awards from CSAC, which reviewed applications from nearly 200 entrants.

More recently, Napa County earned a CSAC Merit Award for its Adult Correctional System Master Plan. The CSAC represents all 58 of California's counties, and bestows annual Innovation, Challenge and Merit awards in four population categories. A total of 41 awards were presented to 17 counties this year, out of nearly 250 applications. The Adult Correctional System Master Plan is the result of collaboration among the County's criminal justice, corrections, probation and health and human services agencies. It is currently being implemented and includes:

- ❖ The use of evidence-based, research-tested practices and programs proven to reduce recidivism, improve re-entry outcomes, increase public safety and ultimately reduce the number of jail beds needed in the future
- ❖ The establishment of a quality assurance and outcome evaluation process that ensures that evidence-based practices are appropriately designed and implemented. and having the desired effect;
- ❖ A commitment by all criminal justice partners to shared values on how the criminal justice system will operate and thus increase public safety; and
- ❖ The development of a collaborative working group that openly communicates and addresses issues that arise not just in the corrections area but in all functions of the criminal justice system

Napa County District Attorney Gary Lieberstein, a member of the committee that wrote and managed the plan, said, "Our plan represents an unprecedented collaboration among county agencies and individuals who believe an efficient and cost-effective system is one which focuses on protecting the public through a combination of preventive, interventional and custodial evidence-based practices. An excellent example: Last week the Probation Department honored



Matt Moore, BI West Coast Regional Manager (second from left) stands with Merced County and California State Association of Counties (CSAC) personnel. In January 2010, the CSAC awarded the Merced Probation Department with a Challenge Grant award for its innovative Day Reporting Center program. Operated by BI, the Merced County DRC is a strong example of the type of third-party endorsement that speaks directly to BI's ability to successfully operate a Fresno County DRC.

their second group of graduates from the Community Corrections Service Center, after providing the clients with intensive training and counseling designed to give them the best chance for being successful and productive in the future and less likely to return to the criminal justice system. In this way, we all succeed.”

Our proposed Fresno DRC program is strikingly similar to the BI-managed DRC programs in Merced and the BI-managed Community Corrections Service Center in Napa. Clients in both the Merced and Napa programs move through a phased program design that includes regular reporting to the center; intensive treatment and training geared to change criminal behavior; and on-going testing for drug and alcohol use. In Merced, the client population is especially applicable to Fresno’s target population, since Merced serves adult offenders (many of whom are younger than 25 years old), as well as juvenile offenders. The established Merced and Napa County programs have helped their supervising counties be publicly recognized and commended for their innovative efforts, and since these day reporting centers are both operated by BI, these California State Association of Counties awards also serve as direct endorsements that are indicative of BI’s ability to successfully implement and operate a DRC for Fresno County.

By contracting with BI for a DRC, Fresno County also stands to benefit from these additional qualifications that are unique to BI.

Long Standing Understanding of Evidence-Based Practices

BI trains all our DRC staff in **What Works** research, and our programs use evidence-based practices (EBP) such as assessing clients for criminogenic needs, matching treatment to those needs, and cognitive behavioral treatment approaches. Our approach is based on treating all individuals with respect and Motivational Interviewing. BI works regularly with corrections researchers; applies **What Works** research; and creates, delivers, and supports methods of training that incorporate the appropriate use of EBP. We have worked with top industry scholars, including Dr. Ed Latessa, Dr. Joan Petersilia, and Dr. Ken Robinson. Dr. Latessa has done trainings with BI corporate and field staff regarding evidence-based principles for reducing recidivism. Dr. Petersilia at one time served on an advisory board for BI, and we worked closely with Dr. Robinson to first implement the Moral Reconnection Therapy (MRT) cognitive skills training curriculum. *With BI, the Fresno DRC benefits from our ability to design and manage programs that integrate the best concepts and principles from current corrections research.*

Commitment from Senior & Corporate Management

To ensure appropriate levels of authority and responsibility for all our contracts, BI has an established corporate structure. For the Fresno DRC, this includes our existing reentry management staff. Matt Moore, BI Western Regional Reentry & Supervision Services Manager, will lead the DRC’s implementation and then provide on-going oversight. By coordinating with BI corporate management, County personnel, and other DRC staff, the BI Program Manager will ensure appropriate levels of client treatment and case management; a flexible approach to program changes; and prompt responses to County requests. In addition, BI’s national corporate team supports all local staff efforts; provides resources for DRC staff training; and helps keep the program consistent and in compliance with the contract requirements. *With BI, the Fresno DRC benefits from local and corporate management resources that will maintain staffing levels, take*

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administrative responsibility for the delivery of services, oversee program budgets, and collaborate with the County for contract fulfillment and growth.

Focus on Program Design

Our basic DRC model is a non-residential, community-based resource that addresses risk control and risk reduction by incorporating the eight evidence-based principles for effective interventions. Through the use of a phased program design that allows clients to progress at their own pace, our existing DRC model provides an appropriate blend of case management, supervision services, and cognitive-behavioral treatment. Although we have worked extensively over the past 15 years to develop a research-driven design, BI collaborates with each of our customers to ensure an implemented program model that is customized to the specific corrections issues and needs of the agency. *With BI, the Fresno DRC benefits from our understanding of the importance of addressing and maintaining agency-specific programming elements.*

Program-Specific Outcome Measurements

At all our DRCs, BI staff collect pertinent data on a daily basis and compile outcomes to evaluate both intermediate and long-term results of program operations. This ability to collect and monitor results is particularly important to program like the Fresno DRC, where continued funding is contingent upon effective programming. Our Sedgwick County DRC in Kansas presents a prime example of the type of meaningful outcomes we generate for a county-level program that is directly impacted by client returns to incarceration. Sedgwick County collected data on each client's contact with the local criminal justice system for a period of two years prior to their BI DRC referral. This data was then compared to a two year period following a client's completion of the BI DRC program. As of August 2010:

- ❖ The number of bookings pre-BI DRC program completion and post-BI DRC completion were calculated for all Sedgwick DRC graduates through March 2008. Overall, BI DRC graduates decreased their jail bookings by 54%.
- ❖ For Sedgwick BI DRC graduates through March 2008, 46% remain arrest-free two years following program completion

BI staff collect a variety of metrics in order to evaluate a client's cognitive and skill developments including changes in needs/risk assessments scores upon intake and again upon discharge; program attendance rates; group participation; alcohol and drug test results; and the number of clients employed and/or enrolled in school. *With BI, the Fresno DRC benefits from our data collection and reporting, as well as the ability of our DRC model to produce meaningful outcomes regarding the treatment and services provided.*

Extensive Experience Operating Community Based Programs

BI operates over 70 day reporting and supervision services programs in 23 states. More than 75 percent of our employees are assigned to these community based programs and work to serve correctional agencies on a daily basis. Nationwide, 29 BI offices are specifically dedicated to day reporting services, and these programs provide evidence-based programming to over 10,000 at-risk offenders each year. Unlike some providers who are just beginning to consider day

reporting programs as an area of interest, or those who offer limited services, BI's approach has been refined for more than a decade. *With BI, the Fresno DRC benefits from a contractor with 159 years of cumulative experience managing and operating reentry programs.*

Company With Longevity

In light of today's tough economic environment, maintaining strong company operations is not only important for BI, it also benefits the agencies and organizations that we serve. Longevity in the offender supervision arena requires financial stability, corporate adaptation, and product evolution. As a company that has been in business for over 30 years, BI has all of these assets. Our financial strength and established company operations ensure our customers that we will be there to provide day reporting solutions for the long-term. *With BI, the Fresno DRC benefits from a stable company with 30-plus years of continuous operation - as well as an organization with multiple California-based facilities and a personal knowledge of local corrections issues.*

E. Current Operations & Ability to Provide Services

BI has been providing electronic monitoring products and services since 1985, case management services since 1996, and day reporting programs since 1997. Our existing DRC programs are cost-effective, one-stop centers. BI DRC clients receive intensive supervision that provides structure and enhances public safety. This provision of supervision and case management is enhanced with evidence-based treatment that assists a client's successful reintegration into the community. BI currently operates 29 DRCs in California, Pennsylvania, New Jersey, New York, Illinois, Kansas, and Colorado. These DRCs serve more than 10,000 offenders annually. Our years of experience have resulted in standardized, high-quality, and research-based programming that has reduced recidivism in challenging populations. We train our staff twice per year in MRT, and have taught approximately 10,000 clients cognitive skills with MRT since 1996. We also use training curriculums from The Change Companies in order to assist clients in making positive lifestyle changes. Change Companies curriculums offer research-based materials in the fields of prevention, addiction treatment, impaired driving, criminal justice, and health care.

F. Copies of Audited Financial Statements

As specified within the RFP, BI will provide audited financial statements after the RFP closes, if requested by the County.

G. Terminated Contracts

BI currently serves approximately 1,200 agencies with a wide range of monitoring products and services. During the last five years, we have provided our products and services under more than 1,500 contracts. Of these contracts, less than 1% were terminated before the contract expired, most commonly due to a loss of funding.

Please see "Terminated Contracts" beginning on page 81 for further information.

H. Pending or Settled Lawsuits

Please see "Pending/Settled Lawsuits" beginning on page 87 for further information.

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I. Payment Problems with the County

BI has not had any payment problems with Fresno County in the past three years.

SCOPE OF WORK

General Discussion & Summary

Today's budget issues dictate that the expansion of jails and prisons must wait while governments cope with fast rising health care and educational expenses. Therefore, governments urgently need safe alternatives to incarceration and answers to the problem of recidivism. Day reporting programs like the one sought by this RFP offer maximum effectiveness and significant returns on an agency's investment. The Fresno County Probation Department has already identified what research shows - that a properly designed and implemented program can reduce recidivism.

BI's proposed day reporting program for youthful offenders is a comprehensive mix of supervision and treatment specifically designed to impact all the major criminal risk factors associated with re-offending behavior. It is multi-dimensional program that "tracks" as well as "treats" each offender in order to impact long-term behavior. A precise combination of supervision and treatment services are implemented according to a customized, assessment-based plan, and all provided services are coordinated with the offender's supervising officer. BI understands that an effective program is not a random mix of offender services. Therefore our proposed day reporting program is an appropriate blend of targeted supervision and treatment services that incorporate evidence-based practices and research-driven interventions.



By utilizing evidence-based practices in offender supervision, Fresno County Probation effectively works to protect public safety, reduce crime, and return offenders to the community as contributing, law-abiding citizens. Implementing a BI DRC will further assist the County in these areas. BI DRC staff will work closely with the County to achieve the initiatives set out by Senate Bill 678.

Program Design Based on Funding Availability

BI offers two distinct program designs - one to be implemented if the DRC is funded at \$400,000 and another to be utilized if the DRC is funded at \$500,000. Please refer to "Cost Proposal" beginning on page 75 for an itemized list of the services and staffing included in each budget scenario. Although BI intends to be compliant with the RFP requirements in either scenario, our proposed \$500,000-funded DRC program model offers a more comprehensive level of services, with the following value-added components:

- ❖ **Dedicated Employment Staff.** With the increased level of funding, the Fresno DRC will include an on-site Education/Employment Coordinator. Rather than utilizing multiple DRC staff positions to provide job skills/educational/employment programming, the Coordinator is solely focused on delivering these services directly to DRC clients.
- ❖ **Expanded Resource Center.** The size of the Fresno DRC's Resource Center will be doubled to include eight (rather than four) computers. With more computers available for client use in the facility, an increased number of clients can be continuously engaged in programming. When not attending a group or a case management meeting, more can clients can be working

Scope of Work

independently in the Resource Center on KeyTrain, WorkKeys, CIVIL World, and Career Skills programs - with more direct supervision from BI Coordinators.

- ❖ **Get Connected Website.** The BI Coordinators will maintain the DRC's listing of available community resources on a dedicated, client-accessible website. BI has developed a Get Connected website specifically for our day reporting clients, and Fresno DRC clients will also be able to access this website from DRC computer terminals in order to search for needed community services. The availability of the Get Connected website further establishes the DRC's Resource Center as a location for pro-social contact and pro-social media/computer resources.
- ❖ **BI VoiceID System for Enhanced Check-Ins.** Using only a telephone, VoiceID verifies a client's presence at specified locations (home, work, outside treatment, etc.). Based on an agency-defined curfew schedule, clients are required to call into the system at specific times. During each check-in, VoiceID uses voice verification technology to verify the client's identity, and ANI technology determines if the client checks-in from the correct location. In addition to requiring clients to regularly report in person to the DRC in each program phase, VoiceID offers a more comprehensive method of client check-ins. The system is particularly effective when used with clients who have successfully progressed to later stages of the program, and who do not require the same level of supervision as higher-risk clients who are first entering the DRC program.

For example, VoiceID is successfully used through the Intensive Supervision Appearance Program (ISAP) II contract that we hold with the Federal Government. VoiceID can be used to monitor a large number of clients with minimal resources, and currently 9,300 ISAP participants are on the VoiceID system. This important tool effectively aides our ISAP offices with the case management aspect of an expansive program that includes face-to-face office visits, electronic monitoring, and home visits - and will similarly assist Fresno County in enhancing the DRC's in-person check-in process.

- ❖ **Family Connections.** The DRC will host Family Connections meetings every other Friday evening. Clients, children, and significant others are invited to the Fresno DRC facility for a meal, unstructured play time, and structured activities designed to help clients practice a specific skill they have learned in the Parenting and Family Reintegration group

With added program elements such as a dedicated Education/Employment staff member and a more comprehensive Resource Center, a DRC funded at \$500,000 is better able to achieve the desired success rates. For example, employment outcomes generated from our Merced County DRC show the importance of implementing as many resources as possible. With a full computer lab and dedicated employment staff, the Merced DRC determined that 94% of probationers who successfully completed the program are employed and/or in school. By utilizing all the funding dollars made available to the County for the implementation of a DRC, Fresno County stands in an optimal position for producing similarly impressive metrics for education/employment rates; client attendance and participation; reduced drug and/or alcohol use; and reduced recidivism rates. Our \$500,000 funded program model further enhances the County's ability to achieve the outcomes needed for continued SB678 funding. BI understands what is needed for the delivery of the desired outcomes, and we believe our more comprehensive program model better positions the County to achieve these outcomes. Please see the below table for a visual

representation of the proposed services included in each of the County's possible funding scenarios.

DRC Components	\$500K Funding Level	\$400K Funding Level
Morning, Day, and Evening Hours	X	X
Weekend Hours	X	X
Early Check-ins to person at the DRC	X	X
BI-VoiceID for additional telephone check-ins	X	
Random Drug Testing	X	X
Job Skills Training/Assessment	X	X
Employment Readiness Group	X	X
Basic Employment Software	X	X
CIVIL World Software	X	
KeyTrain/WorkKeys Software	X	
Career Skills Software	X	
Dedicated Education/Employment Coordinator	X	
Substance Abuse Counseling/Programming	X	X
Anger Management	X	X
Family Connections Meetings at the DRC	X	
Expanded Lab with Twice the Number of Computers	X	
Dedicated Education/Employment Coordinator	X	
Drug Court	X	X
Relapse Prevention	X	X
Mental Health Assessment	X	X
Community Work Group	X	X
Relapse Inquiry	X	X
Get Connected Website	X	
Drug Court/Community Law Clinic	X	X
Reentry	X	X

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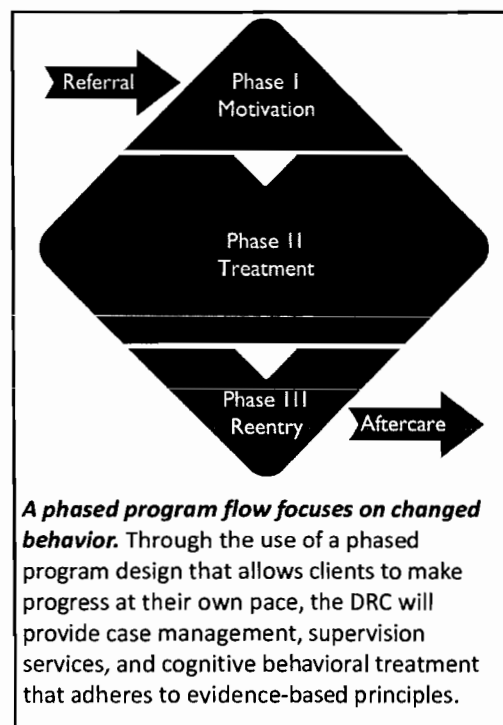
Depending on the funding scenario that is utilized, a BI Substance Abuse Counselor, BI Education/Employment Coordinator, and/or BI Case Manager will each carry a client caseload. Therefore, when referring to a client's "Case Manager" in this document, the Case Manager could be any one of the three staff members.

Overall Program Design

The research-based development that BI has done over the last 15 years uniquely positions us to address the criminogenic needs of youthful offenders in Fresno County. Our proposed DRC program model provides targeted supervision, case management, and treatment services that adhere to evidence-based principles. Supervision/case management is used to monitor a client's compliance with program rules and Probation's supervision orders. The provision of evidence-based treatment can significantly reduce criminal behavior in the long-term. BI will provide services to all clients referred by the County, and each client receives services based on their individually assessed criminogenic needs and risks.

BI's proposed DRC model incorporates the eight evidence-based principles for effective interventions. Our phased program design allows clients to make progress at their own pace, as described below:

- ❖ Clients begin in **Phase 1 (Motivation Phase)**, and should successfully complete the milestones of this phase in 30 - 45 days. These milestones include intake and orientation; all required screenings and assessments; creation of a Behavior Change Plan; identification of needed community resources; and completion of MRT through Step 3. Clients attend the Change Orientation group, and also attend a one-on-one Individual Cognitive Behavioral Therapy session with their Case Manager weekly. Clients will also attend the Employment Readiness group, and may begin educational, vocational, and/or employment training in Phase 1.
- ❖ After successful graduation from Phase 1, clients move to **Phase 2 (Treatment Phase)**. Clients continue with MRT and any applicable educational, vocational, and/or employment training. Clients attend one-on-one Individual Cognitive Behavioral Therapy sessions with their Case Manager bi-weekly. Based on their individually assessed needs, clients also attend additional treatment groups targeted to reducing the identified criminogenic risks and needs. At the start of their time in the program, BI refers clients to community resources; in order to progress to Phase 3, clients must connect with one of more of those resources.
- ❖ In **Phase 3 (Reentry Phase)**, clients complete MRT and other assigned treatment groups. Clients also attend Individual Cognitive Behavioral Therapy sessions with their Case



Manager monthly. Before graduation, clients should have stable housing and be employed or actively seeking employment, or be a student with at least nine credit hours at an accredited institution.

- ❖ **Aftercare** is a key component of BI's DRC programming model, since it addresses critical needs as clients move into independent living. Aftercare services include pro-social family and community support; relapse prevention activities; pro-social cognitive decision-making; education and employment assistance; and continued alcohol and drug testing.

Case Management. Efficient case management allows BI DRC staff to match clients with the most appropriate treatment services, as well as track and document a client's progress through the program. Each client will work closely with their assigned BI Case Manager. Case Managers meet one-on-one with their clients on a regular basis in order to review and update the client's Behavior Change Plan. Case management services also include:

- ❖ **Starting Point.** Upon program enrollment, clients complete the client intake package. This includes personal contact information; DRC program rules and guidelines; any legal agreements and releases; and initial client history. BI staff also conduct a basic needs assessment, then help clients find resources to meet basic needs of food, shelter, clothing, etc.
- ❖ **Orientation.** Clients are introduced to the concept of change; program questions and concerns are addressed by DRC staff; and program expectations are set.
- ❖ **Assessments.** The STRONG risk and needs assessment, substance abuse, employment, education, and other applicable specialized assessments can all be administered by DRC staff to best determine each client's needs.
- ❖ **Behavior Change Plan.** Based on assessment results, the Behavior Change Plan includes individual client goals and is adjusted to reflect client progress through program.
- ❖ **Community Referrals.** BI DRC programs establish connections with local community providers in order to refer clients for needed services such as substance abuse treatment, housing, clothing, medical care, or mental health services.
- ❖ **Contingency Management.** This treatment approach rewards clients for pro-social actions by reinforcing small steps, especially at the beginning of treatment. Rewards include recognition and small gift cards for achieving milestones. For milestones such as perfect attendance over the course of month, drawings for larger rewards like a bike or DVD player may be used.

Supervision creates consistent structure and boundaries for clients, and is necessary to control offender behavior in the short-term. BI's first priority is public safety, and we have extensive experience developing DRC policies and procedures around offender supervision. BI will work closely with Fresno County Probation and supervising officers to ensure the DRC's provision of appropriate supervision and responses. DRC supervision services include:

- ❖ **Check-Ins.** Each time a client arrives at the DRC, they first report to the BI Client Services Specialist, who records the date and time of every check-in. As the client successfully progress through the program, the amount of required check-ins per week decreases. With a \$500,000-funded program, we also offer the County use of our VoiceID telephone verification

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system for enhanced check-in services. VoiceID confirms a client's presence at locations such as the home, work, school, or an outside treatment provider, and is available in 17 languages (including Spanish) to ensure that all referred clients are accommodated.

- ❖ **Alcohol & Drug Testing.** Each time a client checks in, the Client Services Specialist administers a breathalyzer test. Clients are also subject to random drug tests. The administration and results of all tests are recorded and reported. As the client successfully progresses through the program, the amount of required drug tests also decreases.
- ❖ **Reporting.** DRC staff investigate and verify possible violations such as not checking in, not attending group, and positive drug tests. Staff will document their actions and notify Probation by at least the next business day. If a staff member has concerns for public safety, they will notify Probation with a phone call as quickly as possible.
- ❖ **Administrative Sanctions.** For minor non-compliances, clients may be required to report in person to the DRC on days they are not otherwise scheduled for programming. Increased sanctions could also include meeting with the client's family or support group; assigning extra cognitive skills exercises or groups; or community service.

Cognitive-Behavioral Treatment. Decades of corrections research have shown that cognitive-behavioral treatments are the most cost-effective use of resources to reduce recidivism. In addition to offering cognitive skills training groups, we strive to include cognitive-behavioral strategies in every aspect of our DRC program. Our staff also aim to model pro-social behavior in all client interactions. For example, we address clients as "Mr." or "Ms." rather than by first names, and our group model includes extensive use of role playing to teach clients new behaviors.

BI also incorporates cognitive-behavioral strategies in all client interactions through the use of Motivational Interviewing (MI). MI is a communication style that avoids confrontation and arguing. It uses open-ended questions, affirmations, and reflective listening to encourage clients to discover goals and explore solutions. Research strongly suggests that MI techniques, rather than persuasion tactics, effectively enhance client motivation for initiating and maintaining behavior changes. MI also increases client engagement, retention, and compliance, and improves treatment outcomes. All BI DRC staff receive training in MI from nationally certified instructors in order to learn how to effectively use MI techniques.

While all of our groups use a cognitive-behavioral approach, one group focuses exclusively on cognitive skills training. Moral Reconnection Therapy (MRT) is a step-by-step cognitive skills program designed to confront the thinking errors that prevent offenders from breaking the cycle of criminality. MRT is designed to positively alter how clients think; how they make judgments and decisions about the right and wrong thing to do in situations; and to promote actions and behaviors focused on changing negative relationships. MRT teaches clients thinking and judgment skills in a group process that uses a series of structured exercises and tasks. MRT is SAMHSA (Substance Abuse and Mental Health Services Administration) approved, and is also included on the National Registry of Evidence-based Programs and Practices (NREPP).

In addition to MRT, clients meet with their Case Manager for individual Cognitive Behavioral Therapy (CBT) sessions throughout each phase of the program. These sessions begin with a client case management report, where the client updates the Case Manager with any change in status and the Case Manager discusses any violations with the client. If there are any red flags, the Case Manager deals with those immediately.

Next, the client fills out the Outcome Rating Scale (ORS), a self-report instrument that gives the Case Manager an indication of the client's individual functioning, interpersonal relationships, and social role performance (such as work adjustment). The Case Manager uses the results to monitor the client's progress, evaluate the effectiveness of treatment, determine if there is a need for further treatment, or investigate why the client is not making progress. Then they take a few minutes to discuss the client's answer to "What is one thing you learned this week in the program?"

The Case Manager and client then review the Behavior Change Plan's goals and action steps, evaluate the client's progress, and make any adjustments to the Behavior Change Plan. Then the Case Manager and client work through a Carey Guide worksheet in order to address specific issues (such as working with meth users); tasks (such as involving families); or criminogenic needs (such as anti-social thinking or emotional regulation). At the end of the session, the client completes a Session Rating Scale (SRS). The SRS is a self-completed instrument that assesses the relational bond between the client and Case Manager, and the degree of agreement between the client and Case Manager on goals, methods, and overall approach of therapy. It helps the Case Manager make sure that the client is engaged and therapy is responsive to the client.

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Response to Scope of Work Section of RFP**Location/Space**

The Probation Department will provide the vendor with space to operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA 93703. The vendor will be sharing the suite with the Probation Department's Drug Suppression Unit. Approximately 4,000 sq. ft. will be available for the DRC. See attached site map which delineates DRC space, Probation space, and shared space. The DRC entrance is in the Southwest corner of the building and Probation's entrance is in the Northwest corner. There is a non-secured parking area for DRC and Probation staff and clients, which is lit at night. The County will be paying the lease, which includes janitorial services and restroom supplies, as well as paying for water/sewer/garbage and utilities (PG&E) costs. The County has a contract for security alarm maintenance and monitoring, which it pays for, and County security checks on the building. The County will be providing space only to the vendor. The vendor will be responsible for providing everything else, i.e., furniture, equipment, supplies, telephones, etc. The vendor will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

The Probation Department has requested the landlord install two locking doors to separate a majority of the Probation space from the DRC space. Probation will have access to both areas in order to utilize shared space such as the staff restrooms, conference and break rooms. DRC will not have access to the Probation areas on the East side of the building. These modifications will be paid for by Probation. The proposed doors will block the hallway in the Southeast corner outside offices 15 and 17 and in the Northeast corner outside offices 4 and 5. See attached site map - Attachment A.

BI agrees to utilize the County's space at 2212 N. Winery, Suite 122, in Fresno for the operation of the DRC. We understand that the DRC will share a suite with Probation's Drug Suppression Unit, and that a Deputy Probation Officer will be assigned to a DRC caseload. BI welcomes the opportunity to work in such close proximity to Probation. We strive to have excellent relationships with all County and Probation personnel who come in contact with the Fresno DRC program. We have already established positive, beneficial working relationships with local law enforcement and corrections agencies. For example, we currently work closely with Fresno County's juvenile probation department on an electronic monitoring contract, and we are excited to expand upon this positive partnership in order to successfully work with Fresno County Probation within the DRC facility.

During all hours of operation, no less than two BI staff members will be present at the Fresno DRC facility. All BI DRC staff are trained to be able to adequately ensure the security of all staff and program clients.

Hours of Operation

The DRC shall be able to provide monitoring and treatment services seven (7) days a week, excluding County holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Caesar Chavez Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day), with office hours that can accommodate the work schedules of the clientele. The minimum hours of operation will be Monday - Friday, 8:00 a.m. to 8:00 p.m. as well as a minimum of 4 hours of operation on Saturdays and Sundays. Interested vendors shall provide the proposed hours of operation for weekends in the Response to RFP.

Regardless of the funding scenario, BI will operate the DRC Monday - Friday, 8:00 a.m. to 8:00 p.m. Our proposed weekend hours are 1:00 p.m. to 5:00 p.m.

Programming

DRC programming shall include but not be limited to: daily check-ins, random drug testing, job skills training/placement, substance abuse counseling, anger management, family and parenting counseling, educational services/GED, life skills, relapse prevention, and mental health assessment. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, and mental health assessment.

As further described in our below responses, BI proposes to provide an array of evidence-based services targeted to address the criminogenic needs of referred clients. These services help at-risk offenders successfully reintegrate into their communities, and support Fresno County's goal of reducing recidivism and thereby increasing public safety. BI will ensure that staff providing direct services meet all applicable licensing standards and minimum certification requirements for the State of California.

Programming provided at the DRC must use evidence-based cognitive behavior therapies, addressing criminogenic needs and be designed to reduce recidivism. Respondents to the RFP must demonstrate a comprehensive understanding of these concepts. Interested vendors responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

As further outlined in our below responses, BI is experienced in providing programming for job skills training/placement, substance abuse, anger management, family and parenting, educational services/GED, life skills, and relapse prevention. As part of our response to the County's requested scope of work, we have included detailed descriptions of the curriculum proposed for each of these specific programming elements.

BI's Understanding and Use of Cognitive Behavioral Therapies

Although all of our treatment groups use a cognitive behavioral approach, BI proposes to provide Moral Reconnection Therapy (MRT) at the Fresno DRC in order to offer a group that focuses exclusively on cognitive skills training. MRT specifically targets criminal thinking, behavioral skills, and associations. MRT also addresses the irrational thoughts and beliefs that lead to anti-social behavior. The program is designed to help offenders correct their thinking and provides opportunities to model and practice problem-solving and pro social skills. A trained BI DRC staff member will lead the group, which uses the MRT workbook, *Escaping Your Prison*. This workbook is also available in Spanish. Topics covered include:

- ❖ Honesty
- ❖ Acceptance
- ❖ Healing damaged relationships
- ❖ Long-term goals and identity
- ❖ Commitment to change
- ❖ Keeping moral commitments
- ❖ Evaluating relationship between inner self and personality
- ❖ Trust
- ❖ Raising awareness
- ❖ Helping others
- ❖ Short-term goals and consistency
- ❖ Maintaining positive change
- ❖ Choosing moral goals

Nationwide, BI staff have taught cognitive skills to approximately 10,000 clients with MRT. Our staff currently includes an MRT-certified trainer who teaches our day reporting staff how to properly conduct MRT groups. Since MRT is also included on the National Registry of Evidence-

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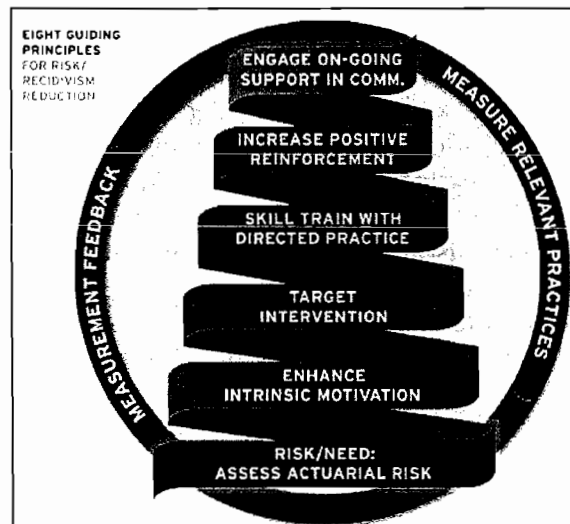
based Programs and Practices (NREPP), the Fresno DRC's use of MRT will further implement evidence-based principles into the DRC's programming.

Individual Cognitive Behavioral Training (CBT) Sessions. In addition to attending MRT group sessions, clients will meet with their Case Manager for individual CBT sessions. The frequency of these meetings is based on the step of MRT that the client is currently working on. Before each CBT session, the Case Manager reviews the client's case notes, group notes, violations, rewards, Behavior Change Plan, and the training section of the Carey Guide they plan to use. The sessions begin with a client case management report, where the client updates their Case Manager with any change in status. The Case Manager discusses any violations with the client, and the Case Manager deals with any red flags immediately. The Case Manager and client review the Behavior Change Plan's goals and action steps; evaluate the client's progress; and make any adjustments to the Plan. Then the Case Manager and the client work through the Carey Guide worksheet planned for the session.

Developed by the Carey Group, Carey Guides translate evidence-based practices into a series of strategies and short exercises called "15-Minute Tools." One set of Carey Guides provide BI staff with case management tools to address specific issues (such as working with meth users) or specific tasks (such as involving families). The other set addresses criminogenic needs (such as anti-social thinking or emotional regulation). Both sets provide short practical exercises to teach clients the skills they need to make positive changes in the future, and are especially geared towards offenders who are not highly motivated to change.

BI's Understanding and Use of Evidence-Based Programming

BI incorporates evidence-based practices such as assessing clients for criminogenic needs, matching treatment to those needs, cognitive behavioral treatment approaches, and Motivational Interviewing. With BI, the County can be assured that they are working with a vendor who not only has a comprehensive understanding of evidence-based concepts, but one who is also capable of implementing and operating a DRC program that adheres to the eight guiding principles of research-based practice. The National Institute of Corrections, Community Corrections Division and the Crime and Justice Institute issued a report that distills the **What Works** research into eight interdependent evidence-based principles (EBP). These principles help agencies evaluate the effectiveness of their correctional interventions in improving case outcomes and public safety.² BI has worked hard to incorporate the **What**



BI has worked hard to incorporate the **What Works** principles into our DRC model, and continues to work hard to bring the current best practices into our treatment programming. (Image source: *Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention*. National Institute of Corrections, 2004)

Works principles into our day reporting program model, and continues to evaluate new research in order to bring the current best practices into our treatment programming. In sequence, the following is a description of each of the eight evidence-based principles and how our proposed Fresno DRC model aligns with them:

1. **Assess Actuarial Risk/Needs.** The effective treatment and supervision of offenders requires a reliable and valid assessment of offenders' criminogenic risks and needs, as administered by formally trained staff. Being able to identify offenders with a high probability for re-offending is an absolutely crucial step in allocating resources, reducing recidivism, and improving public safety.

BI's Alignment. BI staff are trained on and experienced in using a variety of validated assessment tools, including LSI, LSI-R, and the COMPAS tool. In our existing DRCs, BI staff typically conduct a risk/needs assessment for each client at intake, and again after six months or upon program completion. All BI staff involved in performing assessments are trained in the use of the assessment tool and receive regular follow up training from BI's in-house Subject Matter Experts. For the Fresno County DRC, BI is fully prepared to support Probation's use of the STRONG assessment upon program implementation.

2. **Enhance Intrinsic Motivation.**

Researchers investigating the factors that lead offenders to respond to intervention discovered that the most effective approach was to encourage offenders to take responsibility for change. As a result, they recommend using an evidence-based approach called Motivational Interviewing³ (MI). Motivational Interviewing is specifically designed to decrease offender resistance to change and increase the cognitive skills needed to achieve change. It uses open-ended questions, affirmations, and reflective listening to encourage clients to discover goals and explore solutions.

Research strongly suggests that MI techniques, rather than persuasion tactics, effectively enhance offender motivation for initiating and maintaining behavior changes.⁴ MI also increases client engagement, retention, and compliance, as well as improves treatment outcomes.



With training in Motivational Interviewing, BI DRC staff can assess a client's stage of change, and elicit from the client the obstacles that may prevent or impede change. Staff can also help clients identify the benefits of change as well as achievable next steps.

2. Ibid

3. Miller, William R. and Stephen Rollnick (1991). "Motivational Interviewing." Guilford Press.

4. National Institute of Corrections. *Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention* (2004). found at <http://nicic.org/Library/019342>

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BI's Alignment. In 2007, BI hired a certified MI trainer to train all of our staff in California on Motivational Interviewing. Since that time, we have added MI to our Level II training course for reentry staff. MI training is also a key component of new office staff training. We have implemented an MI certification process that requires staff to submit taped assessments and other interactions with clients for critique by the MI trainer. We have also created a desk top MI quick reference guide that lists the principles of MI and sample questions for staff to use when interviewing clients. In addition, a cornerstone of MI training is the OARS acronym (Open-ended Questions, Affirm Positive Talk and Behavior, Reflect What You Are Hearing or Seeing, Summarize What Has Been Said). We have created colorful OARS posters for all BI offices to support regular use of MI.

3. Target Interventions

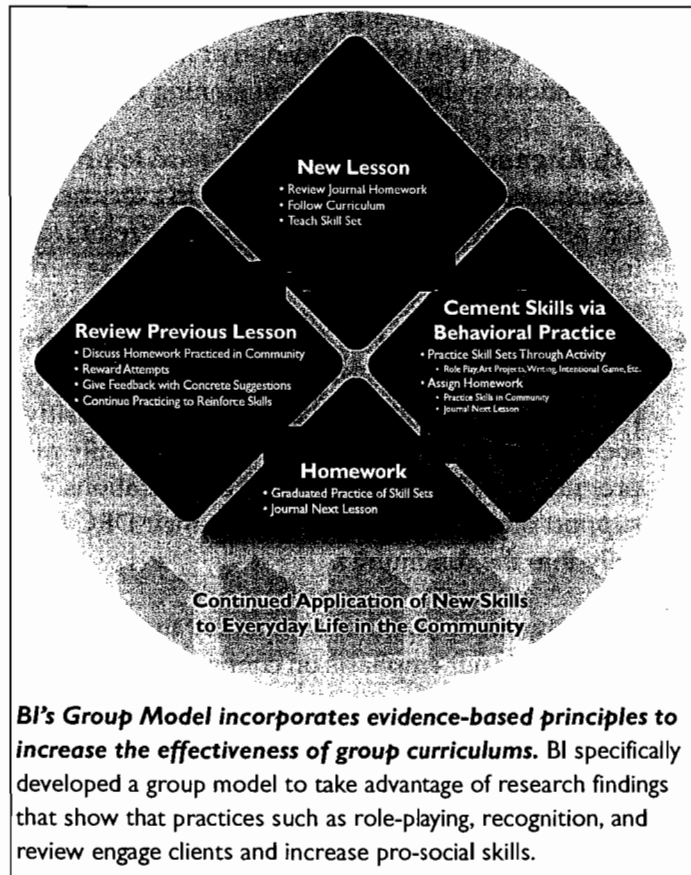
- ▶ **Risk Principle.** The risk principle follows from the finding that effective programs target high-risk offenders. It requires that the intensity of services and supervision be matched to the level of offender risk. Less hardened or lower risk offenders do not necessarily require intervention, and actually may be made more likely to offend by intrusive interventions. Reserving correctional resources for the high-risk offender increases public safety, can significantly reduce recidivism, and makes the most efficient use of those resources.
- ▶ **The Need Principle.** Only certain needs are directly linked to crime. Criminogenic needs are issues that, when successfully addressed, lower the probability of recidivism. Effective treatment should be targeted toward these criminogenic needs. Any treatment not targeting criminogenic needs is counterproductive to efficiency and effectiveness.
- ▶ **The Responsivity Principle.** The Responsivity Principle refers to the delivery of treatment programs in a manner that is consistent with the ability and learning style of an offender. Treatment effectiveness (as measured by recidivism) is influenced by the interaction between offender characteristics (relative empathy, cognitive ability, maturity, gender, race, motivation, etc.) and service characteristics (location, structure, skill and interest of providers, counselor characteristics, etc.).
- ▶ **Dosage.** It is important to apply the correct "intensity" of treatment to identified criminogenic needs. High criminogenic needs require high levels of treatment; moderate needs require moderate treatment. Research has demonstrated that over-treating, or providing too much service, can actually increase an offender's risk of re-offending.

BI's Alignment. From a client's STRONG assessment results, BI staff will create a Behavior Change Plan targeted to each client's identified criminogenic risks and needs. Behavioral goals, responsivity factors, and action items are prioritized and customized for each individual client. Using the results of the STRONG (Risk Principle), the Behavior Change Plan takes into account each of the sub-section scores (Need Principle), and through work with the client, identifies action items that can reduce risk in each area (Responsivity Principle). Not only does this ensure maximum efficiency in the use of resources, it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase criminogenic risk.

The Behavior Change Plan helps BI staff identify the specific needs of the individual client; assign appropriate treatment options; and gives concrete action items for the client to complete in order to address these needs. Staff members are taught to consider each client's learning style, personality, characteristics, and skills.

4. *Skills Training with Directed Practice.*

The most effective programs are cognitive-behavioral in nature, and focus on present circumstances and the dynamic risk factors that are responsible for the offender's behavior. They are also action oriented so that offenders do something about their difficulties rather than just talk about them. Most importantly, they use modeling, practice, and reinforcement to teach offenders new, pro-social skills to replace anti-social behaviors. Cognitive-behavioral interventions are structured; emphasize modeling and role-playing; challenge cognitive distortions; and assist clients in developing good problem-solving and self-control skills.



BI's Alignment. All of BI's proposed day reporting programming is cognitive-behavioral. Cognitive-behavioral interventions are based on the assumption that faulty thinking underlies anti-social and criminal behavior, and that with appropriate training, this behavior can be replaced by pro-social behavior. Our cognitive-behavioral programs attempt to change clients' criminal behavior through cognitive skills training and the use of behavior change techniques like role-playing. Cognitive-behavioral approaches have been found to be the most effective method to reduce recidivism among medium- to high-risk offenders. BI recently modified our group model to more closely align with this important principle. Our new group model devotes one third (30 minutes) of each session to homework review; one third (30 minutes) to teaching a new skill; and one third (30 minutes) to practicing the new skill in a behavioral manner. Clients then leave group sessions with assigned homework of practicing the new skill set in the community.

5. ***Increase Positive Reinforcement.*** Research indicates that a ratio of four instances of positive reinforcement for every one instance of negative reinforcement is optimal for promoting lasting behavior change. This does not mean that swift and real responses to negative and unacceptable behavior should not happen; offenders with self-control problems usually

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respond well to reasonable and consistent structure and boundaries. However, people generally comply in the direction of more rewards and less punishment, and this extrinsic motivation can be helpful for beginning the process of behavior change.

BI's Alignment. BI staff work very hard to provide at least four positive reinforcements for compliance and pro-social behavior to every negative reinforcement for non-compliance. BI day reporting programs include positive reinforcements such as drawings for gift certificates for all clients who achieve milestones such as perfect attendance or extended sobriety.

6. ***Engage Ongoing Support in Natural Communities.*** By actively working to improve offenders' bonds and ties to pro-social community members, day reporting programs provide an environment that supports and positively reinforces desired new behaviors. Pro-social community members can include family members, spouses, religious groups, 12-step programs, and other community organizations. These bonds and ties also continue to support offenders as they complete their DRC program requirements and reintegrate more fully into the community.

BI's Alignment. Another component that raises BI's proposed DRC program above other programs is our emphasis on connecting offenders to community resources. BI day reporting programs establish connections with local community services and refer clients to these resources for additional services. Our day reporting programs also include:

- ▶ On-site events with client family members
- ▶ Frequent meetings with probation and parole staff, as well as local criminal justice, reentry, and/or community corrections organizations
- ▶ Hosting Open Houses at the DRC for community stakeholders
- ▶ Hosting Transition Celebrations that honor the achievements of program graduates. We invite clients and their families, customer agencies, and representatives from local corrections agencies and courts to attend. Local personnel such as County commissioners, probation officers, or parole officers typically make speeches at these events.
- ▶ Conducting Community Connections meetings on a quarterly basis. Local resource providers are invited to visit the DRC to present information about food, housing, mentoring, health services, support groups, education, employment, legal help, drug treatment, vocational training, etc.

7. ***Measure Relevant Processes/Practices.*** Accurate, detailed documentation and formal, validated outcome measurements are foundational to EBP. Programs must have an established, periodic method of assessing whether program fidelity has been maintained. For example, performance reviews and case audits can help determine whether the program is performing as designed. Programs should also measure incremental changes in offender risk during their time under supervision.

BI's Alignment. BI's alignment to this principle consists of local quality assurance processes to ensure program fidelity and Intermediate Outcomes Reports to show positive program

impact. In the area of quality assurance, each BI Program Manager reviews client assessments, Behavior Change Plans, case files, and group facilitations to ensure adherence to EBP and contract requirements. The Regional Manager also reviews each DRC for fidelity to EBP and contract compliance. For intermediate outcomes, AccuTrax, our automated case management system, tracks each client's program attendance; changes in assessment scores; changes in employment, sobriety, and housing; and connections to community resources.

8. **Provide Measurement Feedback.** Using outcome measurements is integral when determining whether or not the program is reducing offender risk. By analyzing outcome measurements, staff can strengthen effective program elements and change ineffective elements. It is also important to provide feedback to both offenders and staff. Providing feedback to offenders about their progress builds accountability, enhances motivation, and improves outcomes. Providing feedback to staff keeps them focused on the ultimate goal of reducing recidivism.

BI's Alignment. Performance feedback is provided to BI staff members through annual program review processes, as well as via monthly quality assurance reviews and intermediate measurement reports. In addition to intermediate outcomes, BI provides regular feedback to clients on phase progress, program attendance, skills acquisition, etc. Staff celebrate these client achievements through the use of positive reinforcements. Positive reinforcements could be small tokens, gift cards, client names on a large display board, etc.

The vendor shall have an individualized case plan for each program participant based on the Risk Assessment provided by the Probation Department.

BI understands that the County is committed to using the STRONG assessment tool in the awarded DRC program, and that the County has already allocated SB678 money towards procuring this tool. Should the County not have a contract in place for use of the STRONG when the DRC program starts, BI can provide access to this tool for use in the Fresno DRC program. If needed or desired, BI can also administer another assessment instrument while the County works to complete a contract for the STRONG tool. BI day reporting programs have used the LSI and the LSI-R assessments for over 11 years, and we have also incorporated use of the COMPAS tool. BI's flexibility and experience in implementing specific assessment tools at the request of our customers - such as our use of the COMPAS in our Monterey County, California DRC - speaks directly to BI's ability to seamlessly include the STRONG assessment in the Fresno DRC.

Using assessment results, the BI Case Manager will work in partnership with clients to create an individualized Behavior Change Plan that targets the client's identified criminogenic risks and needs. The Behavior Change Plan takes into account the STRONG scores that represent the greatest areas of client risk/need, and allows staff to assign the most effective treatment and training services for risk reduction to each individual client.

In each Behavior Change Plan, behavioral goals, responsivity factors, and action items are prioritized and customized for each individual client. Behavioral goals (for example, "Achieve and Maintain Sobriety") are stated in positive and supportive language using the acronym SMART (Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe). Responsivity factors are identified as barriers that may prevent the client from achieving their

Scope of Work

goals, or as strengths that can support the client's successful achievement. Action items that will assist the client in moving towards the attainment of their behavioral goals are also identified.

Since Behavior Change Plans are created in partnership with the client, clients become much more invested in achieving the stated goals. As the client moves through the program, DRC Case Managers meet weekly with their clients to review progress and address any obstacles. Each client's Behavior Change Plan is appropriately updated on a monthly basis. For example, the Case Manager reviews identified action items and documents each as "Completed" or as "Continued," with a new time frame set for further review and updates. In addition, Case Managers work and coordinate with Probation staff, and any other agencies or organizations involved in the supervision and treatment of a client. In order to further assist each client's reintegration efforts at a local level, Case Managers are also trained to refer clients to support systems within the community if necessary.

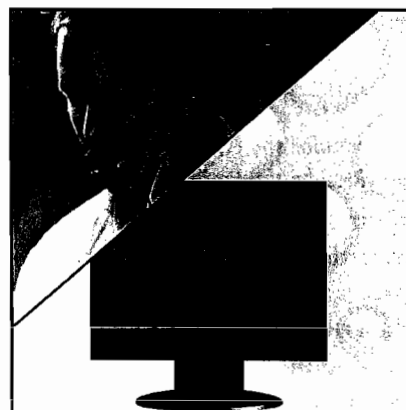
Please see page "Case Plan" beginning on page 68 for the sample Behavior Change Plan that BI created using the Offender Needs Guide Report, the Offender Needs Guide Overview Report, and the Static Risk Scores Report documents provided with the RFP.

Daily Check-Ins

Vendor shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the vendor. Initial daily check-ins will be in person. Vendor shall describe in detail, in the Response to RFP, the initial as well as the progression of the check-in process.

Each time a client arrives at the DRC, they first report to the BI Client Services Specialist, who records the date and time of every check-in. In Phase 1, clients are required to check-in to the DRC seven days per week; in Phase 2, clients must check-in to the DRC five days per week; and in Phase 3, clients are required to check-in to the DRC three days per week.

Opportunity for Enhanced Level of Services: BI VoiceID. As an additional value-add in a \$500,000 funded scenario, the Fresno DRC will incorporate use of BI's VoiceID technology. In addition to requiring clients to regularly report in person to the DRC in each program phase, VoiceID offers a more comprehensive method of client check-ins. VoiceID is a telephone reporting system that verifies that clients are at home, work, school, or other locations as scheduled. Based on the client's curfew schedule, VoiceID makes random or on-demand notification calls to the client's home phone or to an alternate landline number. When the client receives a notification call from the system, they must respond by calling in to the system for a check-in. Staff can also schedule



With a \$500K funding level, BI VoiceID is included as part of the DRC program. VoiceID is a telephone reporting system that effectively verifies client compliance with supervision conditions. The system is particularly effective when used with clients who have successfully progressed to later stages of the program, and who do not require the same level of supervision as higher-risk clients who are first entering the DRC program.

preset calls, which require the client to call the system from a specific location during a specified time period.

During each check-in, the VoiceID system compares the client's voice to their stored voice print (a series of number patterns recorded during enrollment) and uses voice verification technology in order to verify the client's identity with 99% accuracy. To verify whether or not the client checks-in from the correct location, VoiceID utilizes ANI technology to identify the telephone number from which the client is calling from. For check-in calls that are unsuccessful, VoiceID records the client's verbal explanation as to why the call was late, missed, or from the wrong location. By logging in to the system via the Internet, DRC staff can view check-in results; view and print a variety of reports; and play back client explanations in order to determine how exceptions should be resolved. VoiceID can be utilized in 17 different languages - including Spanish - in order to ensure that non-English speaking clients are supervised.

Random Drug Testing

Random drug testing shall include at a minimum both urine and breathalyzer testing. The vendor may propose additional types of testing. Vendor shall describe in detail the random drug testing plan/procedure and how positive tests will be handled, including what type of sanctions/treatment plan modifications will be done to address positive tests.

Breath Alcohol Testing. For safety reasons, and to ensure a therapeutic environment, BI requires all clients to take a breath alcohol test every time they report to the DRC (for a check-in, group, meeting with Case Manager, etc.). If a test is positive for alcohol:

- ❖ A BI DRC staff member will immediately notify a pre-designated County contact and follow the pre-specified procedure approved by Fresno County
- ❖ No further client activity in terms of group or program participation is permitted for the day
- ❖ If the alcohol level is high enough, the client may be sent to a detoxification facility

BI DRC staff record the administration and results of all alcohol tests in our AccuTrax case management system. If a client refuses to provide a breath sample, that fact is also documented and reported. If breath alcohol tests indicate that a client is legally impaired, BI DRC staff will instruct the client not to drive, and report to local law enforcement should the client refuse to follow instruction.

Urinalysis Drug Testing. Clients are subject to a random drug test once per week during Phase 1; twice per month during Phase 2; and once per month during Phase 3. Drug testing can also be continued in Aftercare. For random drug testing, clients are assigned a specific word during intake - for example, a client may be given the word "community." When clients check-in, their



Urinalysis Drug Testing. It is virtually impossible for clients to make progress in any other area of life if they continue to abuse alcohol and/or drugs. BI's enforcement of abstinence from all alcohol and illicit drug use is not only for the benefit of the client's health and safety, it helps maximize program effectiveness.

Scope of Work

assigned word determines if they are required to provide a urine sample that day. If “community” is the designated word when that client reports on a specific day, then that client must provide a urine sample. BI DRC staff can also conduct a urinalysis test at any time at the request of the County. DRC staff record the administration of all drug tests and the results in AccuTrax. If a client refuses to provide a urine sample, that fact is also documented and reported.

If the drug test detects an illicit substance, a DRC staff member will immediately notify the County. DRC staff will also deliver consequences and assign additional treatment interventions as appropriate. Consequences and additional treatment can include:

- ❖ Increased check-ins to the DRC
- ❖ Increased face-to-face meetings with the BI Case Manager
- ❖ Increased attendance at support group meetings
- ❖ Substance abuse assessment for appropriate drug and alcohol treatment
- ❖ Increased treatment programming

Job Skills Training/Placement

Vendor shall describe in detail their proposed job skills training/placement programming. Vendor shall employ a variety of resources in order to transition program participants into long-term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, résumé writing; skill development, and job placement.

If the Fresno DRC is funded at \$400,000, the DRC will include an on-site Resource Center equipped with four computers. The Resource Center will be used by clients for self-directed study and job searching, with rotating DRC staff supervising the Center to ensure a safe and monitored environment.

Both our \$400K and \$500K-funded program models will include the following educational, vocational, and employment training curriculums:

Employment Readiness. Unemployed clients initially attend the Employment Readiness group. Employed clients may not be required to attend this group, depending on the individual needs of the client. The Employment Readiness group uses the *Tools for Success: Employment Skills* workbook from The Change Companies. The *Employment Skills* workbook helps clients understand the process of planning for a career. By exploring their willingness to learn, understanding their areas of interest, and evaluating their skill sets, clients prepare for the application and interviewing process. During Employment Readiness group sessions, clients are assisted in identifying career possibilities for which they have the appropriate aptitudes and interest. Structured role-playing both within and outside group sessions plays an important part in the client’s development of successful job searching, interview, and job retention skills.

Opportunity for Enhanced Level of Services:

KeyTrain/WorkKeys. As an additional value-add in a \$500,000 funded scenario, KeyTrain is a comprehensive system for improving the basic skills measured by the WorkKeys Assessment System. The WorkKeys System is rapidly becoming the nationwide standard for measuring basic workplace skills. WorkKeys was developed by ACT, Inc., the creators of the college entrance exam. In the same way that colleges use ACT scores to predict student

performance, employers can use the results of WorkKeys assessments to predict employee performance. KeyTrain helps clients prepare for the WorkKeys assessments in the same way that Kaplan helps students prepare for the ACT. KeyTrain delivers comprehensive instruction on the nine skills sets assessed by WorkKeys. These skill sets are reading for information; applied mathematics; locating information; applied technology; writing; business writing; listening; observation; and teamwork. KeyTrain includes hundreds of hours of instruction to prepare clients for the WorkKeys assessments.

Opportunity for Enhanced Level of Services: Career Skills Program. As an additional value-add in a \$500,000 funded scenario, the Career Skills curriculum has over 200 lessons, which teaches "soft" workplace skills such as work habits, business ethics, customer service, and on-the-job etiquette. Career Skills helps clients renew and expand the skills they already have, as well as assists clients in learning new skills and expressing these skills in typical job situations.

Opportunity for Enhanced Level of Services: CIVILWorld Software. As an additional value-add in a \$500,000 funded scenario, the DRC's educational programming will include CIVILWorld (Correctional Interactive Video Learning World) - a unique treatment tool for offender reentry services. CIVILWorld presents a series of programs that clients work through at their own pace, spending five, 10, or 30 minutes at a time. The programs are interactive, multimedia presentations that give the client control of the pace, direction, and even the nature of the presentation. This can be relatively simple, such as deciding which part of a program to view and in what order. Or it can be more involved, such as being challenged to pick out - as it is happening on screen - an appropriate use of a skill or choosing among several possible scenario responses and seeing likely real life outcomes of each response. A client does not need to be able to read to participate fully in CIVILWorld programs. Text messages emphasize points made by

The role of work

This journal is designed to help you explore your thoughts and attitudes about employment. It will assist you in identifying your interests and skills so you can begin the necessary steps to find a job that is right for you.

For most people, finding and keeping satisfying work is part of having a healthy, fulfilling life.

The right job provides much more than an income. It can give you a sense of self-worth and help build your confidence. It can give you a chance to use your talents and to have an important contribution to your society.

A job also provides structure to your life and helps you build communication and organizational skills.

Introduction

This journal is yours. It is designed to assist you in finding a job that is right for you. As you honestly answer the questions in each section, you will develop a personal plan to guide you in your employment search.

Do not concern yourself with grammar, punctuation or spelling. Focus instead on the accuracy of your statements and the true expression of your feelings. Feel free to use any white space or margins to complete your thoughts.

What you will learn

The *Employment Skills Journal* will give you an opportunity to...

- ✓ examine the role of work.
- ✓ explore your writing skills to learn.
- ✓ understand your areas of interest and evaluate your employment skills set.
- ✓ prepare for the application and interviewing process.
- ✓ plan for career advancement.

Name _____ Date _____

Briefly describe the best jobs you have had in the past.

Have your jobs been a satisfying part of your life? If yes, please explain your reasons.

Use of the *Employment Skills* workbook is an important aspect of the DRC's Employment Readiness group. Other group activities include guiding clients through the application process, resumé writing, mock interviewing, networking, and job hunting.

Scope of Work

the characters, but all the text sections have clear audio narration that clients can hear by clicking the headphone icon.

CIVILWorld offers the following programs:

- ❖ ***Crime Waves*** is an introduction to the topic of victim impact. This is usually avoided by offenders, who often deny, distort, and resist confronting the reality of crime's damage and their responsibility for it. The program engages clients with a cognitive approach to victimization. The main points are that every act of crime creates waves of pain and damage that spread out from the act itself. Victims include people who suffer directly from the crime; people who are close to, dependent upon, or support the victims; and the local community or neighborhood which suffers fear, disruption; and more expensive or scant public services. Offenders also victimize themselves when they commit a crime by damaging their own lives.
- ❖ ***Drugs: The Prison Within***. In this program, clients view former inmates engaging in conversation, role playing, and challenging encounters with their past. The inmates explore and confront each other about the problems of using or staying clean while doing time, and the advantages and challenges of treatment programs. The design includes game-like challenges and action choices that show corresponding outcomes.
- ❖ ***Two Selves***. Everyone has two main mental styles: the "Thinking Self" and the "Habit Self". Trauma, substance abuse, and other powerful experiences can lead to highly over-developed Habit Selves and hence to thinking errors - and more seriously, to "Criminal and Addictive Thinking." In fact, most offenders are completely at the mercy of their Habit Selves. The point of this program is to strengthen the Thinking Self with select skills and exercises.

Opportunity for Enhanced Level of Services: Dedicated Employment Staff. As an additional value-add in a \$500,000 funded scenario, the Fresno DRC will include an on-site, certified Education/Employment Coordinator. Rather than utilizing multiple DRC staff positions to provide job skills/educational/employment programming, the Coordinator is solely focused on delivering these services directly to DRC clients.

Employment/Education Coordinators conduct assessments to determine the employment, training, and vocational needs of assigned clients, and then use the results to create individual education and/or employment plans for each client. The Coordinator conducts the Employment Readiness group that address topics such as resume writing, mock interviews, punctuality, workplace etiquette, following instructions, job preparation, and the job retention. The Coordinator also monitors and documents client attendance, progress, and completion of job skills/educational/employment training. Other duties include establishing and overseeing job preparation and computer skills training resources; assisting clients in securing and locating appropriate employment and/or vocational training by providing referrals to outside agencies; developing on-the-job support for clients who have found employment; and establishing and overseeing the DRC's Resource Center for GED preparation and remedial education (WorkKeys/Key Train, CIVIL World, and Career Skills).

Opportunity for Enhanced Level of Services: Expanded Resource Center & BI's Get Connected Website. As an additional value-add in a \$500,000 funded scenario, the Fresno DRC's Resource Center will be expanded to include eight computers. With more computers available for client

use in the facility, an increased number of clients can be continuously engaged in programming. When not attending a group or a case management meeting, more clients can be working independently in the Resource Center on KeyTrain, WorkKeys, CIVIL World, and Career Skills programs - with more direct supervision from BI Coordinators.

With the increased level of funding, BI Coordinators are also able to maintain the DRC's listing of available community resources on a dedicated, client-accessible website. BI has developed a Get Connected website specifically for our DRC clients, and Fresno DRC clients will be able to access this website from DRC computer terminals in order to search for needed community services. The availability of the Get Connected website further establishes the DRC's Resource Center as a location for pro-social contact and pro-social media/computer resources.

Substance Abuse Counseling/Programming

Programming provided must be evidence-based and designed to reduce recidivism. Lower level alcohol and drug services such as education, prevention, and early intervention services (based on ASAM criteria), shall be provided at the DRC. Intensive outpatient programming will also be offered as determined by the Risk Assessment. Vendors shall describe in detail how they will serve clients that may need alcohol and drug intervention (at all treatment levels, except residential).

The DRC will offer on-site substance abuse treatment for clients with high to moderate needs in the area of substance abuse. Our proposed substance abuse groups use workbooks from The Change Companies that were developed particularly for offenders with substance abuse issues. The workbooks incorporate a cognitive behavioral approach and focus on relapse prevention. Substance abuse programming at the DRC offers education, prevention, and early intervention.

Substance Abuse Education. The Substance Abuse Education group meets once per week for 1½ hours and uses the Freedom Series workbooks from The Change Companies. The series includes *Chemical Dependency*, *Denial*, and *Relapse Prevention*. If appropriate, the group may also work through the *Relationships/Communication*, *Self Worth*, *Family*, and *First Step* workbooks. Clients remain in the group until they have no positive breathalyzers or drug tests for at least six weeks; are working through the journaling requirements; and have participated well in the group.

Substance Abuse Treatment. The Substance Abuse Treatment group meets twice a week for 1½ hours and uses the *Recovery Maintenance*, *Dual Disorders*, *Family*, and *Feelings* workbooks. The group may work through additional workbooks, depending on individual client needs. Clients remain in this group until they have no positive breathalyzers or drug tests for at least six weeks;

Community Connections & Contacts

[Get Connected](#) | [Education](#) | [Employment](#) | [Legal/Financial](#) | [Housing](#) | [Health/Wellness](#) | [Family Services](#)

Education

Education contacts can help you get started with school or further your education.

- Literacy/ASE
- General Education
- Handwriting

Employment

Employment contacts help you build your skills and transfer them to the workplace. They also help you find a job if you are unemployed.

- Vocational Training
- Day Labor
- Transitional Jobs
- PT/FT Employment

Legal/Financial

Legal/Financial contacts assist you with budgeting, managing your money, and planning for the future.

- Financial Planning
- Legal Services

Housing

Housing contacts help you identify affordable housing options and programs to meet your needs.

- Housing Assistance

Health/Wellness

Health/Wellness contacts provide assistance with medical care and ensure you stay healthy.

- Substance Abuse
- Medical Assistance
- Mental Health
- Food Assistance

Family Services

Family Services contacts ensure your loved ones receive the care and services they need.

- Domestic Violence
- Child Services
- Welfare

If the Fresno DRC is funded at \$500K, BI can implement an expanded on-site computer lab that provides significant value for clients in need of outside resources. In addition to receiving community referrals from staff, clients can use DRC computers to search BI's Get Connected website for treatment services and other local resources.

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are working through the journaling requirements; and have participated well in the group. To complete the program, clients must demonstrate abstinence from substance use and abuse.

Case managers may also refer out clients who need a medical or mental health component in their substance abuse treatment.

Anger Management

Vendor shall describe in detail proposed evidence-based programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate anger before it gets out of control.

Our proposed Anger Management group helps clients manage inappropriate anger and its consequences, and uses the *Anger* workbook from The Change Companies. The group teaches strategies that include identifying healthy responses to anger; exploring irrational self-talk and positive self-talk; looking at methods of self de-escalation; and learning effective strategies for dealing with difficult people and situations. Other topics covered include identifying dangerous responses to anger; identifying physical responses to anger; understanding consequences to anger inappropriately expressed; developing an anger plan for difficult situations; exploring methods to reduce stress; exploring relaxation and meditation techniques; and identifying individual triggers. A trained BI DRC staff member leads this group. In addition, Case Managers can use the *Anger*, *Emotional Regulation*, *Lethality*, and *Interpersonal Skills* Carey Guides during individual case management meetings to specifically target client aggression, hostility, anger, and violence.

Family/Parenting Counseling

Vendor shall describe in detail the evidence-based strategies for incorporating marriage/family/parenting counseling in addressing the participant's criminogenic needs.

Several of our proposed DRC groups address criminogenic needs around family, marriage, and relationships. This includes the Life Skills group and the Parenting and Family Reintegration group. The Parenting and Family Reintegration group is for clients who have been assessed as needing training in the skills of healthy parenting. The group uses the Common Sense Parenting® (CSP®) curriculum from Boys Town Press. CSP is an award winning, practical, and skill-based program that teaches parents easy-to-learn techniques and logical strategies to address everyday issues of communication, discipline, decision-making, relationships, and self-control.



If the Fresno DRC is funded at \$500K, the DRC will incorporate Family Connections meetings that supplement the program's parenting and family services. During Family Connections, clients, children, and significant others come together every other week at the DRC to play, have fun, and practice skills as a family.

Opportunity for Enhanced Level of Services: Family Connections. As an additional value-add in a \$500,000 funded scenario, the DRC will host Family Connections meetings every other Friday evening. Clients, children, and significant others are invited to the Fresno DRC facility to have dinner. The meal is followed by unstructured play time, and then structured activities that are designed to help clients practice a specific skill they have learned in the Parenting and Family Reintegration group. The DRC will also include a toy closet for clients and their families to use during the Family Connections meeting.

Educational Services/GED

Vendor shall describe their educational/GED preparation services in detail. The focus of the educational program shall be to increase the youthful offenders' functional literacy and employment skills. It shall include basic education in reading and math and may include GED preparation, if necessary. There shall be an onsite computer lab that will be utilized as a resource center for clients and as a classroom for courses.

Regardless of the funding level, the DRC will provide the Employment Readiness group, the Career Skills program, the Work Readiness Certificate program, and the KeyTrain educational/employment training software for clients with academic and vocational needs. When clients do not have a high school diploma or GED, their Behavior Change Plan will include the goal of earning a GED.

With 400,000 dollars of funding the DRC will include an on-site Resource Center with four computers. To prepare for the GED test, clients work individually through the KeyTrain software. The KeyTrain system not only prepares clients for the workplace, it also prepares them to take the GED test. In addition, for clients in need of educational services such as basic education in math or reading, DRC staff will refer clients to community providers, such as WorkForce Connections.

Opportunity for Enhanced Level of Services: Expanded Education/Employment Programming that Increases the Likelihood of Overall Program Success. As an additional value-add in a \$500,000 funded scenario, the Fresno DRC further benefits from an expanded Resource Center equipped with eight computers, as well as dedicated training from an on-site Education/Employment Coordinator. The BI Coordinator will provide one-on-one job coaching as clients work individually in the Resource Center, as well as in group sessions. Job coaching significantly benefits clients, as the BI Coordinator guides clients through problem solving employment-related issues, that include filling out applications, creating resumés, mock interviewing, networking, and job hunting. During these intensive coaching sessions, clients are better able to identify career possibilities for which they have the appropriate aptitudes and interest. The Coordinator will also assist clients in preparing for the GED test, as well as provide basic educational services.

With added program elements such as a dedicated Education/Employment staff member and a more comprehensive Resource Center, a DRC funded at \$500,000 is better able to achieve the desired success rates. For example, employment outcomes generated from our Merced County DRC show the importance of implementing as many resources as possible. With a full computer lab and dedicated employment staff, the Merced DRC determined that 72% of all probationers

Scope of Work

discharged from the program are employed and/or in school at termination. This is significant, as only 31% of Merced DRC probationers are employed and/or in school at intake.

Life Skills

Vendor shall describe in detail their proposed DRC curriculum designed to encourage youthful offenders to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

Our proposed Life Skills group will use the *Making a Commitment* workbook to address issues such as finding a new living situation; changing a current situation so that it protects a crime-free lifestyle; and avoiding recreational activities or associates who encourage old, criminal behaviors. Other topics addressed in this group include communication skills, problem solving, decision making, anger management, conflict resolution, healthy lifestyles, parental responsibilities, employment skills, time management, health care, and interpersonal relationships. The group also includes an HIV/STD Awareness module. A Budgeting & Money Management Training module provides information on establishing and maintaining bank accounts; writing checks and using debit cards; balancing bank accounts; responsible bill paying; responsible use of credit; and living within financial means. A trained BI DRC staff member leads this group.

Relapse Prevention

Vendor shall provide a detailed description of after-care programming designed to maintain a law abiding lifestyle in all phases of criminogenic needs.

Upon completion of Phase 3, clients enter the Aftercare phase for up to 90 days. During Aftercare, clients report in person to the DRC once per week, and receive maintenance and support in areas where they still need encouragement and guidance. Aftercare addresses critical needs as clients begin to take responsibility for meeting their own needs and making choices without the supervision and structure of the DRC program. Aftercare services include pro-social family and community support; relapse prevention activities; pro- social cognitive decision making; education and employment assistance; and continued alcohol and drug testing.

Weekly Aftercare Group. One of the BI DRC staff members will specialize in Aftercare programming. This staff member leads a weekly Aftercare group, and also provides individual meetings as needed. The Aftercare group uses the *Relapse Prevention* workbook from The Change Companies. During Aftercare, each client is encouraged to write a letter to themselves that they keep and read when they feel like going back into their old lifestyle. The letter lists the reasons to continue their commitment to change and reminds them of what they will lose if they return to old ways of thinking and acting. It points out the risks and future problems they will be taking on, and what they will gain if they stay on track.

Substance Abuse Aftercare is covered as a part of the weekly Aftercare group, but clients can also continue to receive substance abuse support services from the program after they graduate. The Substance Abuse Aftercare group uses supplemental material that is relevant, but not covered in The Change Companies journals - such as HIV/AIDS, etc. All supplemental material also uses a cognitive behavioral approach.

Activities. BI strives to involve Aftercare clients in helping new clients in the DRC program, and we encourage Aftercare clients to assist in orientation, MRT, and other groups. We also have social functions for Aftercare clients; for example our San Diego DRC holds a regular Aftercare coffee club meeting at the local Starbucks.

Mental Health Assessment

A mental health assessment and treatment referral, if appropriate, shall be completed on each participant by certified/licensed vendor staff or subcontractor. Vendor shall describe the mental health assessment and treatment referral process in detail.

As part of the intake process, BI staff administer the Brief Mental Health Screen tool. This tool was developed by Policy Research Associates, Inc. with a grant from the National Institute of Justice. It is an efficient mental health screen that aids in the early identification of severe mental illnesses and other acute psychiatric problems during client intake. BI DRC staff will refer clients who demonstrate mental health issues to local community providers that meet all applicable licensing requirements for supportive mental health counseling and/or group treatment. We intend to use the local County Mental Health program. The DRC will work with the County or State and local mental health providers to ascertain that the client is stable and functional. If so, the client can participate in regular DRC programming, with additional one-on-one case management meetings as needed.

Immediate Notification

DRC staff shall immediately notify the Probation Department of any problems that would jeopardize public safety or the offender's continuation in the DRC program. Problems shall include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk. Vendor shall describe in detail their plan for immediate notification.

BI DRC staff investigate and verify possible violations, such as not checking in, not attending group, and positive drug or alcohol tests. Staff will document their actions and notify Probation by at least the next business day. If a staff member has concerns for public safety, they will notify Probation with a phone call as quickly as possible. BI staff will also email a Daily Report to all Probation officers each day. This report gives current program census, a breakdown of intakes and discharges, and violations.

AccuTrax is BI's proprietary, web-based case management system, and this database helps BI DRC staff collect data on client activity and promptly notify Probation of any program violations. Probation staff are also given 24x7 web-access to AccuTrax in order to enable officers and other authorized County personnel to securely view, enter, and modify program data. Each time a client checks in to the DRC, a BI staff member administers a breathalyzer and records the results in AccuTrax. AccuTrax also automatically displays the services and groups scheduled for the client that day. If the client must take a drug test, the staff member also records the administration and the results of that test. For groups, AccuTrax creates rosters for the facilitator to electronically record who attended and who failed to appear, and to enter class notes for each client. At midnight every day, AccuTrax generates the scheduled services for the new day and generates violations for required services that were not completed the previous day.

Scope of Work**Referral Services**

The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.

BI DRC staff work diligently to establish connections with employment, housing, and mental health treatment agencies, as well as employers, landlords, and other community resources. In addition, each BI staff has an area of speciality (Substance Abuse, Aftercare, etc.), and develops additional connections with the local providers that address those services. BI staff also join local boards and community committees and groups. The DRC Program Manager attends local meetings to network with local service agencies and non-profits. Referral information and arrangements are set up in advance so that DRC staff will have the necessary information available when needed.

When making referrals to community resources outside of the DRC, staff members call the provider contact and set up the initial appointment for the client. The staff member prints out a form for the client that includes the name of the provider; the date and time of the appointment; and directions to the provider. Case Managers also follow up with service providers to confirm that clients attended their appointments and to ensure seamless service delivery.

In addition to referring clients to resources that help address their criminogenic needs, Case Managers discuss basic needs (food, shelter, clothing, etc.) with clients, particularly during Phase 1. Asking clients if they need help is a way to connect, and it lets clients know that BI staff care about immediate concerns as well as programmatic issues. BI Fresno DRC staff will maintain a chart that lists the options available in the community that address the basic needs a client might have.

Data Collection/Quality Assurance

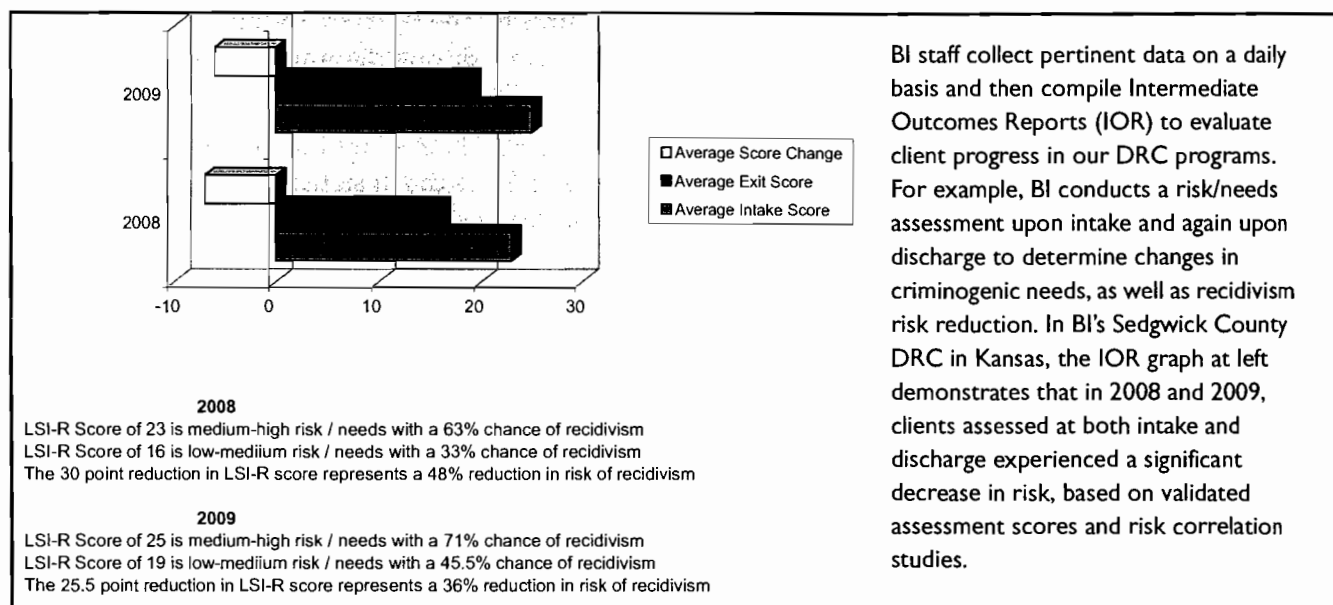
Vendor shall track the program completion graduation rate, as well as the assessment scores upon entry vs. exit of the program. Vendor shall provide description of data collection/quality assurance process.

In order to help measure client progress toward successful completion of the DRC program, BI staff continually refer to the client's Behavior Change Plan. Each plan contains customized action items to assist the client in completing stated goals. Action items are given a time frame for documented review by the assigned BI Case Manager. This process assists BI staff in routinely assessing changes in each client's cognitive and skill development. BI staff also use Intermediate Outcomes Reports (IORs) to help evaluate client progress and program effectiveness. To compile IORs, BI pulls pertinent program statistics from our electronic case management database. This includes:

- ❖ Client attendance percentages for scheduled group and program events
- ❖ Changes in assessment results at intake and at exit
- ❖ Number of community resource referrals made
- ❖ Percentage of clients gainfully employed and/or enrolled in school at intake and at termination
- ❖ Percentage of clients who are alcohol and drug free

- ❖ Percentage of program completions by type, including the percentage of clients who successfully completed program requirements

By analyzing these intermediate outcomes, both BI and the County are able to evaluate the results and implications of program activities. We then work together to strengthen effective program elements and change ineffective ones.



Quality Assurance

BI's first responsibility and priority is customer satisfaction with our performance. We strive to have excellent relationships with all County and agency staff who are involved with the Fresno DRC. BI understands that frequent communication with and feedback from the County helps the DRC maintain focus and achieve program objectives. Communication includes reviewing program performance and milestones, quality assurance, problem solving any issues, and determining future performance objectives.

BI is committed to using collected outcomes to best enhance DRC operations. By analyzing outcome measurements, BI can examine both the intermediate results of program activities as well as long-term program implications. Tracking and reporting outcomes also allows BI to provide performance feedback to DRC staff, which further helps the program stay focused on the ultimate goal of reducing recidivism. In addition, BI provides continuous feedback to clients on program progress, skills acquisition, etc. and then celebrates these achievements with positive reinforcements. Providing clients with information on their progress builds accountability, enhances motivation, and improves outcomes.

To help determine if BI is managing the DRC with the highest possible level of services, we intend to use the following performance measures:

- ❖ **Annual Program Review Processes.** For each of our existing day reporting centers, a BI National Program Compliance Specialist conducts on-site audits that measure individual

Scope of Work

program compliance to contract requirements. The Program Compliance Specialist also meets with available customer representatives to elicit direct feedback, and provides on-site support and training to local staff as appropriate.

- ❖ **Monthly Quality Assurance Reviews.** This process includes audits of client files, including client assessments; group facilitation oversight; and monthly staff meetings. Each BI DRC is required to follow this monthly process in order to ensure the program's adherence to evidence-based principles (EBP) and contract requirements. The Program Compliance Specialist ensures that this process is completed as required during the Annual Program Review.
- ❖ **Intermediate Measurement Reports** were developed by BI to help staff evaluate client progress and program effectiveness. These reports compile pertinent statistics such as program completions, average length of stay, attendance rates, employment and education changes, and assessment score changes.
- ❖ **Key Performance Indicator (KPI) Reports** are completed by BI each week for all of our existing DRCs. The information gathered on KPI reports enables us to evaluate a variety of indicators, such as comparing the number of employees to the number of clients to confirm that appropriate staffing ratios are being met. BI Case Managers are responsible for tracking specific KPIs, such as the number of incident reports and client infractions; program and group attendance; alcohol usage; number of positive urine tests; employment status; changes in housing; progress in treatment; and administered rewards and punishers. Every week, Case Managers submit collected KPIs to the DRC's BI Program Manager for review.

BI will cooperate and coordinate with the County in the collection, reporting, and evaluation of program data and information. We will also provide all required reports in a timely manner. In addition, BI welcomes the opportunity to work with Fresno County regarding any evaluation of DRC outcomes. Working with the County on a formal evaluation allows for the identification of specific variables that will most support client success in the community. Program evaluations can also be used to determine the DRC's cost effectiveness over time, through reduced client involvement in the criminal justice system as a whole.

Reports

Monthly Progress Report

Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:

- *Phase participant is in and progress made within that phase;*
- *Services participant received;*
- *Staff assessment of treatment progress; and*
- *Progress towards meeting case plan goals and recommendation for continuing, modifying, or discontinuing program.*

Please see "Sample Client Progress Report" beginning on page 89.

Discharge Report

When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include, but not be limited to:

- Name and Date of Birth;
- History in the DRC, including compliance and non-compliance within the various program components;
- Phase at time of discharge; and
- Date of termination and reason.

Please see "Sample Discharge Report" beginning on page 93.

Experience

Vendor shall describe prior experience in working with youthful offenders and providing evidence-based programming as described herein. Staff providing direct services will need to meet minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, mental health assessment, and therefore copies of these staff's certifications shall be returned with RFP response.

Several of BI's current day reporting programs are specifically modeled for the needs for youthful offenders. Our Merced County DRC in California is a prime example of BI's ability to work with this population. It serves youthful offenders from the ages of 18 to 25 years, which is the same age of the target population to be referred to the Fresno County DRC. Our Dutchess County Community Transition Center (CTC) also provides services to youthful offenders, including Juvenile MRT. This curriculum provides the same training as MRT, however the concepts are not discussed in as much detail and the workbook is easier to read - which BI CTC staff have found to be more appropriate for the ages of offenders served. Please refer to our program description on page 25 for further information.

As stated within the RFP, the County may refer other populations to the Fresno DRC based upon the defined success rates. BI is highly experienced in working directly with offenders both younger and older than Probation's target population. For example, in addition to operating an adult DRC in Merced, BI operates a Merced Juvenile DRC for offenders that are 13 to 18 years old. BI understands the importance of accommodating the different needs of the adult and juvenile populations. Even though our Merced adult and juvenile DRCs are located on the same campus, BI runs the two centers with completely separate operations and staff. Each morning, the juveniles go to a school program for juvenile offenders. In the afternoon, they are transported to the DRC, where they stay until 6:00 pm. Juvenile DRC classes are shorter in duration and more interactive to match attention spans. Instead of MRT, the juveniles receive Social Responsibility Training (SRT), which is a cognitive behavioral training class geared to youth.

Through our existing supervision services offices, day reporting centers, and the Intensive Supervision Appearance Program (ISAP) offices that we operate for the Federal Government, BI provides case management/supervision to a total of approximately 20,000 clients each day. We supervise pretrial defendants, probationers, parolees, and other individuals through these facilities - and a significant portion of these clients are adult offenders. In addition, BI has 159 years of cumulative experience managing and operating reentry programs built around evidence-based programming, as well as community-based supervision services offices. BI ensures the County that we have the working knowledge needed to serve any referred clients

Scope of Work

who are older than the target population - as well as the ability to implement and adhere to evidence-based practices.

Staffing Certifications. BI will ensure that staff providing direct services meet all applicable licensing standards and minimum certification requirements for the State of California. We intend to hire local staff specifically for the Fresno DRC, and will provide the County with copies of staff certifications prior to providing client services under an awarded contract.

Case Plan

All Vendors submitting a response to RFP shall provide a sample case plan based on the attached sample fictitious moderate risk offender's Risk Assessment. The attached documents consist of an Offender Needs Guide Report (Attachment B1), Offender Needs Guide Overview Report (Attachment B2), and a Static Risk Scores Report (Attachment B3).

As provided in the following pages, BI created a sample Case Plan (what we call a Behavior Change Plan) using the Offender Needs Guide Report, the Offender Needs Guide Overview Report, and the Static Risk Scores Report documents provided with the RFP. We have also included a Phase 1 Information Form to further support our sample Behavior Change Plan. When creating a Behavior Change Plan (BCP), BI staff prioritize the client's stated goals based on their identified criminogenic risk factors. The factors most strongly correlated to criminal behavior are called criminogenic risk factors.⁵ The criminogenic risk factors most strongly correlated with re-offending are called "The Central Eight." The top four identified in most studies are:

- ❖ Antisocial attitudes
- ❖ Antisocial associates
- ❖ Antisocial personality patterns (such as restless aggressive energy, egocentrism, a taste for risk, poor problem solving skills, and impulsivity)
- ❖ History of antisocial behavior

The other four factors are called "The Moderate Factors" and are:

- ❖ Problematic circumstances at home (such as low levels of affection, caring, and cohesiveness; poor parental supervision; neglect and abuse)
- ❖ Problematic circumstances at school or work (such as low levels of education and achievement, and unstable employment history)
- ❖ Problematic leisure circumstances (such as poor use of recreational time)
- ❖ Substance abuse

Dynamic risk factors, also referred to as criminogenic needs, can change (such as attitudes or current substance abuse). When BI staff create an individual BCP, staff prioritize the stated goals based on each client's highest "Big 4" criminogenic needs, then on their "Moderate Set" criminogenic needs. By identifying goals and action items aimed to change a client's

5. Andrews, D.A. and J. Bonta (2003). "The Psychology of Criminal Conduct, Third Edition." Anderson Publishing.

criminogenic needs, the BCP works to reduce the client's chance of future criminal behavior. BI recognizes that employment is not one of the "Big 4," however, we chose to include it as the #3 Goal on our sample BCP since it is an achievement the client would be motivated by, and obtaining a job provides the client with added structure in their life. It is also important to note that the BCP is a fluid, ever-changing document. Case Managers meet individually with each client to review the client's progress with their BCP. Case Managers address any obstacles, lack of progress, or non-compliance, and then update each client's BCP accordingly at least monthly. Updates may include new DRC services or new referrals to local community providers.

BEHAVIORAL CHANGE PLAN		
Client Name	Cline, John	Plan Version # 1
Date of STRONG Assessment	08/24/2010	Date Plan Created 10/12/10
Required Components*		
STRONG Risk Level Classification = Moderate 	1 <u>Compliance with all requirements of the Phase Information Form</u> Additional Court/Board or Other Requirements	
	2 <u>Attendance to MRT, Life Skills, and Anger Management Groups</u>	
	3 <u>Attendance to Individual Cognitive Behavioral Therapy Sessions</u>	
Behavioral Change Goals		
SMART Goals = Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe		
#1 STRONG Needs Guide Domain = <u>Friends</u> Score = <u>High</u> Behavioral Goal: To develop new and prosocial relationships that will lead the client to a more positive lifestyle and his replace anti- social and/or criminal behaviors.		
Responsivity Factors:		
Barriers = <u>Client desires to continue associating with anti-social friends and associates.</u> Strengths = <u>Client's family member Sue Cline has been a positive influence for the client during the last six months</u>		
Actions:	Timeframe	Status
1 <u>Complete Side by Side Worksheet (pgs 13-15) from Anti-Social Peers Carey Guide</u>	<u>Review/Update 11/01/10</u>	
2 <u>Have client participate in Individual Cognitive Behavioral Therapy with his case manager using the "Engaging Pro-Social Others" Carey Guide.</u>	<u>Review/Update 12/01/10</u>	
3 <u>Have client complete research on the internet in the BI computer lab and make a list of 5 pro-social activities and or groups that he would enjoy joining. Have client pick one of those activities or groups and begin the process of joining and participating in the group regularly.</u>	<u>Review/Update 02/01/10</u>	
*BI recognizes that all clients referred to our DRC can benefit from cognitive behavioral treatment. If this component is NOT part of a Behavioral Change Plan, please provide an appropriate explanation.		
BI Proprietary & Confidential 10-07		

For the client's two or three highest criminogenic needs, the Case Manager works with the client to set behavioral goals that will lower the client's criminogenic needs. Antisocial peers is a "Big 4" criminogenic risk, so it receives top priority in the BCP

Responsivity factors are barriers that may prevent the client from making progress, as well as strengths that can support the client's successful achievement.

Actions are steps that move the client towards the behavioral goal, and include a time frame for review.

Scope of Work

#2 STRONG Needs Guide Domain = Aggression Score = High**Behavioral Goal:** To develop new and prosocial relationships that will lead the client to a more positive lifestyle and his replace anti- social and/or criminal behaviors.**Responsivity Factors:**Barriers = To have client recognize the emergence of his aggression and take appropriate action to control it in a positive, pro-social way.Strengths = Client believes that he can be successful if given the skills to support a pro-social lifestyle..**Actions:** **Timeframe** **Status**1 Case manager work with client using "STORC" tool from Violence and Lethality Carey Guide to help increase client's awareness of violence triggers and responses.Review/Update 12/01/102 Role play with case manager on how to assert yourself in a positive way and role play refusal skills.Review/Update 12/31/103 Client will work with case manager using the "Recognizing Relapse Cycles" tool from the Violence and Lethality Carey Guide to understand the violence relapse cycle and develop plans for intervening at different times in the violence relapse cycle.Review/Update 02/01/10#3 STRONG Needs Guide Domain = Employment Score = Moderate**Behavioral Goal:** To gain the training and experience to be gainfully employed in a field which enables the client to sustain stable housing, food, and clothing.**Responsivity Factors:**Barriers = Client has a history of interpersonal problems and poor performance issues at previous places of employment.Strengths = Client has the skills to obtain a general labor job and has a high school diploma.**Actions:** **Timeframe** **Status**1 Complete CareerSkills Work Habits "Personal Characteristics" lessons 51-60 using the BI Computer LabReview/Update 12-1-102 List six positions of interest and include 3 industries or employers for each positionReview/Update 12-31-10EXPLAIN ANY OVER-RIDE FROM STRONG RESULTS N/A

Phase 1

Current Phase in Program

Client Signature/Date

Case Manager Signature/Date

Reviewer Signature/Date

BI Proprietary & Confidential

10-07



Behavioral Interventions

FRESNO COUNTY DAY REPORTING CENTER

2212 North Winery, Suite 122, Fresno, CA, Phone: 559-xxx-xxxx

Monday – Friday

Hours of Operation

8am – 8pm Saturday – Sunday 12pm – 5pm

Phase 1 Information FormClient: John Cline Behavior Change Manager: Jane Smith**ACCOUNTABILITY**✓ You must Check-In at the DRC 7 days per week Monday – Sunday.✓ You will be Drug Screened 1 Time(s) per week. Your Drug Screen word is Achievement**PROGRAMMING**

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00am					
8:30am					
9:00am					
9:30am					
10:00am					
10:30am					
11:00am					
11:30am					
12:00p m					
12:30p m					
1:00pm					
1:30pm					
2:00pm					
2:30pm					
3:00pm					
3:30pm					
4:00pm			Education & Employment Lab 4pm – 6pm		Education & Employment Lab 4pm – 6pm
4:30pm		Anger Mngmnt Group 5p – 6:30p			
5:00pm					
5:30pm					
6:00pm				CBT Lab 6p – 7pm	
6:30pm	MRT Group 6:30p– 8:00p	Life Skills Group 6:30p– 8:00p	ICBT Session		
7:00pm					
7:30pm					

Client Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Scope of Work

Staffing/Management Plan

Vendor shall provide a detailed staffing and management plan for the proposed Day Reporting Center at each service level (see Cost Proposal Section for two service levels), as well as maintaining 50 slots. Vendor shall have Spanish speaking staff available.

BI proposes two distinct on-site staff plans for each of the funding levels presented by the County. **In a \$400,000-funded scenario**, BI will staff the DRC with a Program Manager; a Therapist; a Case Manager; and one full-time and one part-time Client Services Specialists. **In a \$500,000-funded scenario**, BI will staff the DRC with a Program Manager; one Education/Employment Coordinator; one Therapist; and one full-time and two part-time Client Services Specialists. Please see "Cost Proposal" beginning on page 75 for more information.

Proposed Job Descriptions at \$500,000 Funding Level

Program Manager. The DRC Program Manager is a full-time position directly in charge of the day-to-day running of program operations, which includes maintaining appropriate staffing levels and taking overall administrative responsibility for the delivery of quality service. Other essential duties include planning, directing, and coordinating all program activities; hiring and training staff as needed; overseeing the program budget to ensure that operational costs remain within the allotted funding; and working with County personnel to address any funding concerns. The Program Manager (or an appointed designee during any absences) is the primary source of contact for County personnel. In order to ensure a consistent flow of communication and prompt responses to County requests, BI's DRC Program Manager is available during normal DRC operating hours and by cell phone or pager after hours.

Education/Employment Coordinator. This position conducts assessments to determine the employment, training, and vocational needs of assigned clients, and then uses the results to create individual education and/or employment plans for each client. This position conducts job readiness and job search classes that address topics such as resume writing, mock interviews, punctuality, workplace etiquette, following instructions, job preparation and job retention. The Coordinator also monitors and documents client attendance, progress, and completion of training. Other duties include establishing and overseeing job preparation and computer skills training resources; assisting clients in securing and locating appropriate employment and/or vocational training by providing referrals to outside agencies; developing on-the-job support for

clients who have found employment; and establishing and overseeing the DRC's Resource Center for GED preparation and remedial education (WorkKeys, Key Train, Career Skills, etc.).

Therapist. This position coordinates substance abuse programs at the DRC, and provides individual and group treatment for clients as needed. Essential duties and responsibilities include the following. Other duties may be assigned.

- ❖ Schedules intakes, and group and individual sessions. Discusses specific cases with BI staff to determine if they are appropriate for substance abuse treatment. May assist with the assignment of cases.
- ❖ Facilitates psycho-educational behavior modification groups using principles of the **What Works** system. Documents clients' attendance, participation and progress in the database.

- ❖ Establishes and maintains relationships with outside referral sources, such as in-patient substance abuse facilities or detox facilities. Actively pursues and develops referrals from Probation and evaluating agencies.
- ❖ Identifies problem areas that may impact clients' ability to successfully complete treatment. Guides clients to develop strategies to overcome obstacles to success completion of treatment.
- ❖ May advise Probation officers of clients' progress regularly or at completion of treatment.
- ❖ May assist with developing Behavior Change Plans
- ❖ May maintain a specific substance abuse treatment case file for every program participant.

Client Services Specialists. This position serves as a receptionist for the DRC by answering the phones for BI staff, providing general customer service to visitors, and greeting and assisting clients as they check-in each day. Other job duties include working with new clients to complete the intake process and initial program orientation; communicating with other DRC staff and the appropriate County personnel on client engagement and behavior; administering breathalyzer and drug tests, entering client data (including attendance) in the database, and maintaining involvement with the DRC's Orientation and Community Connections programming.

Proposed Job Descriptions at \$400,000 Funding Level

The Program Manager; Therapist, and Client Services Specialist positions are described above. For the proposed Case Manager, the job description is as follows:

The **Case Manager** position delivers service programming by providing face-to-face services to clients; developing the Behavior Change Plan and using it to monitor client progress through all program phases; making appropriate referrals to outside agencies as needed; maintaining and updating electronic and hard copy client files with progress notes; meeting with the client individually at least once per month; keeping the BI Program Manager and County personnel informed of client progress toward successful completion of the program; and working with the Program Manager and County staff to develop discharge and aftercare plans for clients. Case Managers also monitor a number of key program indicators to determine client compliance, risk factor fluctuation, and the need for supervision and/or additional programming.

Regardless of the funding level, we strive to hire staff that reflect the demographics of the client population to be served. This includes hiring Spanish speaking staff whenever possible in order to better serve clients who are not adequately conversant in English. During all hours of operation, at least two BI staff will be present at the DRC, and all staff are trained and capable of ensuring the security of staff and clients. The Program Manager will consistently monitor DRC operations to ensure that the appropriate staffing levels are maintained. While the BI Program Manager has local decision making authority, BI's national infrastructure assists all DRC staff to meet daily responsibilities efficiently and effectively. The Program Manager reports frequently to the DRC's district manager; Matt Moore, Western Regional Manager; and John Thurston, Vice President, Reentry & Supervision Services to ensure that all program targets are met as required, and that any action items necessary for better attainment of program goals are properly assigned and completed in a timely manner.

Scope of Work**Invoices**

The DRC vendor will either be funded at the \$400,000 or \$500,000 level. The vendor shall invoice the Probation Department monthly in duplicate. The dollar amount will be one-twelfth (1/12) of the funding level (\$33,333.333 or \$41,666.66). The invoice shall also include the following information:

- *Current number of participants enrolled in the DRC;*
- *Number entered program during month; and*
- *Number exited the program during month, indicating how many graduated and how many were terminated without graduation*

BI understands and will comply with the County's invoicing requirements. Please see "Sample Invoices for \$400,000 funded DRC" beginning on page 103 for further information.

COST PROPOSAL

The Probation Department requests interested vendors provide detailed budgets for two (2) service levels—one (1) budget at \$400,000 annually and one (1) budget at \$500,000 annually. Sample budget pages are attached.

Please see the following pages for BI's completed budget pages at \$400,000 annually and at \$500,000 annually.

Cost Proposal

Adult Day Reporting Center (50 slots)						
BI Incorporated						
Estimated Annual Budget (\$400,000 level)						
					Page 1 of 2	
Budget Categories -			Total Proposed Budget			
Line Item Description (Must be itemized)			FTE %	Admin.	Direct	Total
PERSONNEL SALARIES, INCLUDING BENEFITS:						
	Program Manager	Manages and directs all activity in the planning, development, implementation, monitoring and supervision of day reporting center programs and services.	100		\$77,716	\$77,716
	Client Services Specialist	Provides case management and customer service support for the day reporting center. Performs client check-in procedures, assist case management staff with case coordination and documentation.	100		\$34,532	\$34,532
	Client Services Specialist	Provides case management and customer service support for the day reporting center. Performs client check-in procedures, assist case management staff with case coordination and documentation.	50		\$17,266	\$17,266
	Therapist	Administer substance abuse assessments and facilitate individual and group therapy sessions including substance abuse education and treatment.	100		\$60,320	\$60,320
	Case Manager	Conducts one-on-one case management meetings with clients; develop behavior change plans with clients; monitor client progress and document in case management system; make referrals to outside agencies as needed	100		\$39,709	\$39,709
		</				

Estimated Annual Budget (\$400,000 level)

Page 2 of 2

\$13,752

\$13,752

\$77,572

\$16,162

\$93,734

\$400,000

Adult Day Reporting Center (50 slots)						
BI Incorporated						
Estimated Annual Budget (\$500,000 level)						
						Page 1 of 2

						Page 1 of 2
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Budget Categories -		Total Proposed Budget
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Budget Categories -		Total Proposed Budget
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Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
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Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
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Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
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Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
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Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
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PERSONNEL SALARIES, INCLUDING BENEFITS:				
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	Program Manager	Manages and directs all activity in the planning, development, implementation, monitoring and supervision of day reporting center programs and services.	100		\$77,716	\$77,716
	Client Services Specialist	Provides case management and customer service support for the day reporting center. Performs client check-in procedures, assist case management staff with case coordination and documentation.	100		\$34,532	\$34,532
	Client Services Specialist	Provides case management and customer service support for the day reporting center. Performs client check-in procedures, assist case management staff with case coordination and documentation.	50		\$17,266	\$17,266
	Client Services Specialist	Provides case management and customer service support for the day reporting center. Performs client check-in procedures, assist case management staff with case coordination and documentation.	50		\$17,266	\$17,266
	Therapist	Administer substance abuse assessments and facilitate individual and group therapy sessions including substance abuse education and treatment.	100		\$60,320	\$60,320
	Employment Coordinator	Conducts employment assessments; creates individual employment plans for each assigned client and documents client progress.	100		\$52,453	\$52,453
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
		SALARY, INCLUDING BENEFITS TOTAL	500.00	\$0	\$259,553	\$259,553

OPERATING EXPENSES:					
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[illegible]

Adult Day Reporting Center (50 slots)					
BI Incorporated					
Estimated Annual Budget (\$500,000 level)					
EQUIPMENT & OTHER:					Page 2 of 2
	Non Expendable Equipment - expenses for software, computers, furniture and telephone system				\$23,328
		EQUIPMENT & OTHER TOTAL			\$23,328
INDIRECT EXPENSES:					
	Indirect Contract Support Expenses - corporate support expenses including but not limited to human resources, billing and accounting, information systems, corporate and regional management, program compliance reviews/audits and contract management				\$90,334
	Profit/Contract Service Fee				\$18,820
		INDIRECT TOTAL			\$109,154
			TOTAL PROGRAM EXPENSES		\$500,000

ATTACHMENTS

Terminated Contracts

Klamath County Community Corrections

Steven E. Berger
3203 Vandenberg Road
Klamath Falls, OR 97603
(503) 880-5500

Contract dates: November 1999 through November 2005

Reason for Termination: The agency cancelled the contract early and went out to RFP for active / passive GPS tracking

Beyond Milestones

Jeremy Erzinger
5741 Constitution Avenue
Colorado Springs, CO 80915
(719) 573-5606

Contract dates: July 2003 through January 2006

Reason for Termination: Beyond Milestones is a drug and alcohol treatment provider. They did not use any electronic monitoring when they decided to try reselling BI Sobrieters. After little success, they decided to return their equipment and discontinue the program.

Northumberland County Adult Probation

Michael Potteiger
322 North 2nd Street
Sunbury, Pennsylvania 17801
(570) 495-2342

Contract dates: November 2004 through January 2006

Reason for Termination: The agency switched to a provider with lower cost services

Twenty-Second Judicial Circuit of Missouri

Family Court - Juvenile Division
Kimberly Karone Cole, Detention Alternatives Coordinator
920 North Vandeventer
St. Louis, MO 63108
(314) 552-2025

Contract dates: July 23, 2003 - April 1, 2006

Reason for Termination: The agency elected to purchase from the County contract in order to save money

Attachments

Santa Fe County Corrections

Tino Alva, Program Manager

4250 Airport Road

Santa Fe, NM 87507

talva@co.santa-fe.nm.us

(505) 424-5660

Contract dates: 2004 - June 2006

Reason for Termination: The agency switched to a lower priced competitor. After five weeks, the agency was dissatisfied with their choice and decided to return to BI.

Volunteers of America Northern New England

Mary O'Leary, Office Manager

14 Maine Street, Suite 301

Brunswick, ME 04011

moleary@powerlink.net

(207) 373-1140

Termination date: September 2007

Reason for Termination: billing and shipping discrepancies that could not be resolved

Youth Advocate Programs

Bob Swanson, Director

2007 North Third Street

Harrisburg, PA 17102

rswanson@yapinc.org

(717) 228-0935

Termination date: September 2007

Reason for Termination: for convenience; agency re-instated agreement on 9/20/08

Alternatives Agency, Inc

Charles Farone, Director

1804 E. 55th Street

Cleveland, OH 44103

(216) 361-7359

Contract dates: March 8, 2005 - August 11, 2008

Reason for Termination: for convenience

Elkhart County Community Corrections

Tanya Gabby

201 North Cottage

Goshen, IN 46526

tgabby@elkhartcountysheriff.com

(574) 534-2210

Contract dates: May 01, 1997 - April 04, 2008

Reason for Termination: for convenience

Kansas Department of Corrections

Chris Rieger, Parole Services Manager
900 S.W. Jackson, 4th Floor
Topeka, KS 66612-1284
(785) 296-6686

Contract dates: July 1, 2005 - January 2009

Reason for Termination: Loss of funding

Xenia Municipal Court

Everett Hollyfield
64 East Main Street
Xenia, OH 45385
ehollyfield@ci.xenia.oh.us
(937) 374-6058

Contract dates: 10/25/2007 - 2/13/2009

Reason for Termination: Looking at other providers that better suit a small agency

Allen County Sheriff

Jerry Morris, Lieutenant
333 North Main Street
Lima, OH 45801
jmorris@acso-oh.us
(419) 993-1415

Contract dates: 6/30/2006 - 2/20/2009

Reason for Termination: for convenience

California Department of Fire and Forestry

Alan Carlson
6105 Airport Road
Redding, CA 96002
alan.carlson@fire.ca.gov
(530) 917-9719

Contract dates: 5/15/2007 - 2/28/2009

Reason for Termination: client no longer in need of monitoring

Ottawa County Juvenile Probation

Jay Faris, Supervisor
315 Madison Street
Port Clinton, OH 43452
jfaris@co.ottawa.oh.us
(419) 734-6840

Contract dates: 5/11/2005 - 3/6/2009

Reason for Termination: for convenience

Attachments

Brown County Sheriff's Department

John Dunn, Chief Deputy

750 Mount Orab Pike

Georgetown, OH 45154

(937) 378-4435

Contract dates: 8/7/2007 - 3/16/2009**Reason for Termination:** Lost funding**Vanderburgh County Community Corrections**

Brian Holtz, Director

3500 North Harlan Avenue

Evansville, IN 47710

bholtz@vanderburghsheriff.com

(812) 421-6312

Contract dates: 6/17/2002 - 3/31/2009**Reason for Termination:** for convenience**Bridges in Communities Inc.**

Melissa Perkins

1035 Strader Drive

Lexington, KY 40505

mperkinsatbridges@yahoo.com

(859) 422-2223

Contract dates: 9/8/2006 - 4/13/2009**Reason for Termination:** Agency in default of payment**Montana Home Monitoring**

Brandon Brown

2912 Grand Avenue

Billings, MT 59102

(406) 861-3654

Contract dates: 3/7/2006 - 5/10/2009**Reason for Termination:** Agency getting out of electronic monitoring business**Perry County Home Incarceration**

Danny Lloyd

1043 35th Street

Tell City, IN 47586

dvllloyd@comcast.net

(812) 719-3283

Contract dates: 5/4/2006 - 5/16/2009**Reason for Termination:** Agency in default of payment

Archuleta County Sheriff's Department

Kenneth Cowen, Program Director

449 San Juan Street

Pagosa Springs, CO 81147

kcowen@archuletacounty.org

(970) 264-1037

Contract dates: 9/15/2005 - 7/25/2009**Reason for Termination:** No longer using BI equipment. Going in a different direction with monitoring.**Lake County Probation Department**

Josey Sinclair, Probation Officer

201 South Smith Street

Lakeport, CA 65453

josephines@co.lake.ca.us

(707) 262-4285

Contract dates: 6/13/2006 - 6/13/2009**Reason for Termination:** Looking at all options**Sullivan County Probation Department**

Thomas Fogarty, Director

County Government Center

100 North Street

Monticello, NY 12701

(845) 794-3000

Contract dates: 3/31/2003 - 8/7/2009**Reason for Termination:** Lost funding**Bureau of Alcohol, Tobacco, Firearms, Explosives**

Patrick Gorman

182 Santar Place

San Marcos, CA 90269

(619) 279-0058

Mark.McCloskey@sdsheriff.org**Contract dates:** 8/2009**Reason for Termination:** Services no longer needed - had one client that needed to be monitored**Fayette County Community Corrections**

Bill Newkirk, Executive Director

412 North Central Avenue

Courthouse Annex 2

Connersville, IN 47331-1981

billn@co.fayette.in.us

(765) 825-1588

Contract dates: 1/25/2001 - 10/17/2009

Attachments

Reason for Termination: Pursuing other monitoring options

Starke County Community Corrections

Bob Hinojosa, Director
305 North Heaton Street
Knox, IN 46534
rhinojosa@co.starke.in.us
(574) 772-2258

Contract dates: 5/12/2009 - 10/21/2009

Reason for Termination: Demonstration finished

Essex County Sheriff's Department

Joseph Furnari, Assistant Superintendent
165 Marston Street
Lawrence, MA 01841
jfurnari@eccf.com
(978) 687-7136

Contract dates: 6/30/2001 - 10/30/2009

Reason for Termination: for convenience

Belmont County Adult Probation

Ed Gorence
103 North Market Street
St. Clairsville, OH 43950
egorence@belmontcommonpleas.org
(740) 695-3917

Contract dates: 3/9/2009 - 12/1/2009

Reason for Termination: for convenience

Calaveras County Probation

Teri Hall, Chief Probation Officer III
891 Mountain Ranch Road
San Andreas, CA 95249
(209) 754-6470

Contract dates: 2/1/2007 - 6/1/2010

Reason for Termination: switching to GPS and lack of cellular coverage in foothills

Pending/Settled Lawsuits**BI Incorporated
Litigation Summary**

#	Docket #	Court and Location	Nature of case (against BI)	Status	Settlement
1	09-CV-2300	U.S. District Court District of Minnesota	Petition for writ of habeas corpus	Open	
2	ATL-L-1753-10	Superior Court of New Jersey Atlantic County	Employment - Defamation, Wrongful termination	Open	
3	09-CV-9047	District Court Denver, CO	Pro se claimant - breach of contract	Closed	No
4	CGC-09-484891	Superior Court of California County of San Francisco	Personal Injury	Closed	Yes
5	08-4027-CV-C-NKL	U.S. District Court for Western District of Missouri	Civil Rights Claim (Sec. 1983) - unlawful detention	Closed	No
6	JAMS Case ID: 9214	JAMS; Denver, CO	Business Contract - Breach of contract; tortious interference w/ contract;	Closed	No
7	2006L003203	Circuit Court of Cook County, IL	General/Product liability - defective design; inadequate warning; breach of contract	Closed	No
8	07-223777	Superior Court County of Tulare Visalia Division	Employee - Sexual Harassment	Closed	Yes
9	3:06-cv-01150 (SEC)	U.S. District Court District of Puerto Rico	Employee - Breach of Contract, Discrimination	Closed	Yes
10	SACV05-1207 CJC (RNBx)	U.S. District Court for the Western District of Virginia.	General/Products liability - Civil Rights violation	Closed	No
11	6:05-cv-01335-JTM-DWB	U.S. District Court District of Kansas (Wichita)	Community Corrections - Civil Rights violation	Closed	No

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Sample Client Progress Report**Client Activity Detail Report**

From: 9/1/2010 To: 9/30/2010

Reporting Provided For:

Agency: Monterey County Adult Probation
Contact: Perez, Debra FS
Phone: (831) 784-5799
Fax: (831) 772-7152

Office Name: Monterey County Adult**Client Name:**

Discharge Date:
Days in Program: 79

Case Number	Case Status	Case Manager	Start Date	End Date	Days
SS073027B	ACTIVE	Bomar, Megan	7/29/2010		79

Employment

Employer: None
Start Date:

Occupation:
Hrs/Week:

Activity Details


<u>Service</u>	<u>Occurrence</u>	<u>Attended</u>	<u>Violations</u>
Breathalyzer	9/1/2010	Yes	No
Breathalyzer	9/2/2010	Yes	No
Breathalyzer	9/3/2010	Yes	No
Breathalyzer	9/4/2010	Yes	No
Breathalyzer	9/5/2010	Yes	No
Breathalyzer	9/6/2010	Yes	No
Breathalyzer	9/7/2010	Yes	No
Breathalyzer	9/8/2010	Yes	No
Breathalyzer	9/9/2010	Yes	No
Breathalyzer	9/10/2010	Yes	No
Breathalyzer	9/11/2010	No	No
Breathalyzer	9/12/2010	Yes	No
Breathalyzer	9/13/2010	Yes	No
Breathalyzer	9/14/2010	Yes	No
Breathalyzer	9/15/2010	Yes	No
Breathalyzer	9/16/2010	Yes	No
Breathalyzer	9/17/2010	Yes	No
Breathalyzer	9/20/2010	Yes	No
Breathalyzer	9/21/2010	Yes	No
Breathalyzer	9/22/2010	Yes	No
Breathalyzer	9/23/2010	Yes	No
Breathalyzer	9/24/2010	Yes	No
Breathalyzer	9/27/2010	Yes	No
Breathalyzer	9/28/2010	Yes	No
Breathalyzer	9/29/2010	Yes	No
Breathalyzer	9/30/2010	Yes	No
Total Breathalyzer	26	25	0
Case Management Meeting- Individual	9/3/2010	No	No
Case Management Meeting- Individual	9/10/2010	Yes	No
Case Management Meeting- Individual	9/17/2010	Yes	No
Total Case Management Meeting- Individual	3	2	0
Check-In	9/1/2010	Yes	No
Check-In	9/2/2010	Yes	No
Check-In	9/3/2010	Yes	No
Check-In	9/4/2010	Yes	No
Check-In	9/5/2010	Yes	No
Check-In	9/6/2010	Yes	No
Check-In	9/7/2010	Yes	No
Check-In	9/8/2010	Yes	No
Check-In	9/9/2010	Yes	No

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 Behavioral Interventions		Client Activity Detail Report From: 9/1/2010 To: 9/30/2010	
Reporting Provided For: Agency: Monterey County Adult Probation Contact: Perez, Debra FS Phone: (831) 784-5799 Fax: (831) 772-7152		Office Name: Monterey County Adult Client Name: Discharge Date: Days in Program: 79	
Activity Details			
Service	Occurrence	Attended	Violations
Check-In	9/10/2010	Yes	No
Check-In	9/11/2010	No	No
Check-In	9/12/2010	Yes	No
Check-In	9/13/2010	Yes	No
Check-In	9/14/2010	Yes	No
Check-In	9/15/2010	Yes	No
Check-In	9/16/2010	Yes	No
Check-In	9/17/2010	Yes	No
Check-In	9/20/2010	Yes	No
Check-In	9/21/2010	Yes	No
Check-In	9/22/2010	Yes	No
Check-In	9/23/2010	Yes	No
Check-In	9/24/2010	Yes	No
Check-In	9/27/2010	Yes	No
Check-In	9/28/2010	Yes	No
Check-In	9/29/2010	Yes	No
Check-In	9/30/2010	Yes	No
Total Check-In	26	25	0
Drug Screen	9/6/2010	Yes	No
Drug Screen	9/13/2010	Yes	No
Drug Screen	9/28/2010	Yes	No
Total Drug Screen	3	3	0
Family Connections	9/10/2010	Yes	Yes
Family Connections	9/17/2010	Yes	Yes
Total Family Connections	2	2	2
Life Skills Group	9/7/2010	Yes	No
Life Skills Group	9/14/2010	Yes	No
Life Skills Group	9/23/2010	Yes	Yes
Life Skills Group	9/30/2010	Yes	No
Total Life Skills Group	4	4	1
MRT Standard Cog. Group	9/2/2010	Yes	No
MRT Standard Cog. Group	9/9/2010	Yes	No
MRT Standard Cog. Group	9/16/2010	Yes	No
MRT Standard Cog. Group	9/23/2010	Yes	No
MRT Standard Cog. Group	9/30/2010	Yes	No
Total MRT Standard Cog. Group	5	5	0
Parenting Skills Group	9/6/2010	Yes	No
Parenting Skills Group	9/13/2010	Yes	No
Total Parenting Skills Group	2	2	0
Risk/Needs Assessment	9/4/2010	No	No
Total Risk/Needs Assessment	1	0	0
Violation Notes			
Program	Occurrences	Results	Notes
Family Connections	9/13/2010	Attended = No	09/13/2010 16:59:15(amitchel)
Family Connections	9/17/2010	Attended = No	client excused this event is not scheduled for this date.
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		Client Activity Detail Report From: 9/1/2010 To: 9/30/2010	
Reporting Provided For: Agency: Monterey County Adult Probation Contact: Perez, Debra FS Phone: (831) 784-5799 Fax: (831) 772-7152		Office Name: Monterey County Adult Client Name: Discharge Date: Days in Program: 79	
<u>Program</u>	<u>Occurrences</u>	<u>Results</u>	<u>Violation Notes</u> <u>Notes</u>
Life Skills Group	9/23/2010	Attended = No	09/17/2010 12:32:36(amitchel) client excused this event not scheduled for this date. 09/23/2010 20:14:33(mbomar) Client excused from group due to repeat material
<u>Date</u>	<u>Notes</u>	<u>Case Notes</u>	
9/2/2010	09/02/2010 2:41pm (shead)	EDUCATION/EMPLOYMENT NOTE: August 2010, client completed her Employment Assessment. She is currently enrolled at Hartnell College studying Physical Therapy. Sylvia Head, EEC	
9/10/2010	09/10/2010 6:09pm (mbomar)	ICBT MEETING: Client attended Case Management meeting. Client reported no change of address/phone number. Client stated no contact with the police/courts. Client has had all negative drug screens. Client is working on Step #4 in MRT and is eligible for Phase II. Client has not yet completed her Behavior Change Plan and has three action items under the Substance Abuse goal, one under the Criminal Thinking goal, and two action items to complete under the Vocation/Education goal. Client scored a 39.5 on the ORS and a 40 on the SRS. Client agrees to complete Tool 2 Part A of the Female Offender Carey Guide. Megan Bomar Behavior Change Manager	
9/15/2010	09/15/2010 4:00pm (mbomar)	RE-CEST NOTE 9/14/2010: The following were flagged as areas of strength: Psychological (depression, anxiety, decision making); Social (childhood problems, hostility), and Engagement (treatment satisfaction, counseling rapport). There were no flagged problem areas. Megan Bomar Behavior change Manager	
9/17/2010	09/17/2010 4:33pm (mbomar)	ICBT MEETING: Client attended Case Management meeting. Client reported no change of address/phone number. Client stated no contact with the police/courts. Client has had all negative drug screens. Client is working on Step #4 in MRT and has been promoted to Phase II. Client has not yet completed her Behavior Change Plan and has three action items under the Substance Abuse goal, one under the Criminal Thinking goal, and two action items to complete under the Vocation/Education goal. Client scored a 40 on the ORS and a 40 on the SRS. Client agrees to complete Tool 2 Part B of the Female Offender Carey Guide and will return in for her next ICBT meeting on 10/1/2010. Client has been removed from the parenting group due to schedule conflicts and will remain in life skills and MRT. Megan Bomar Behavior Change Manager	
9/24/2010	09/24/2010 8:52am (hsanchez2)	REWARDS TRACK: Client was given a 15.00 giftcard to Target. HS	
9/30/2010	09/30/2010 2:17pm (mbomar)	PHASE II PROMOTION NOTE 9/17/2010: Client has had 95% + attendance (check-in and group) and has completed all of her assessments. Client has	
10/15/2010		<i>BI, Inc. Confidential Information</i>	

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BI 		Client Activity Detail Report	
Behavioral Interventions		From: 9/1/2010 To: 9/30/2010	
Reporting Provided For:		Office Name:	Monterey County Adult
Agency: Monterey County Adult Probation		Client Name:	
Contact: Perez, Debra FS		Discharge Date:	
Phone: (831) 784-5799		Days in Program:	79
Fax: (831) 772-7152			
Case Notes			
Date	Notes		
	completed Program Orientation, Community Connections, and Change Orientation. Client has passed Step #3 in MRT. Client has good participation and is engaged in the program. Client is currently attending school at Hartnell College. Client has had all negative drug screens. Client progress scales have been completed and averaged a 98% +. Client completed her promotion CEST on 9/14/2010 and there were no flagged problem areas. Client is being promoted to Phase II after meeting all the basic requirements and a unanimous staff approval. Megan Bomar Behavior Change Manager		
10/15/2010			

Sample Discharge Report**Client Discharge Summary Report**

Reporting Provided For:
Agency: Merced County Probation
Contact: Elgin, Sharyl
Phone: (209) 385-7420
Fax: (209) 725-3999

Office Name: Merced County Adult
Client Name:
Discharge Date: 8/21/2010
Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Case Number	Case Status	Case Manager	Start Date	End Date	Days
MF45650DRC	SUCCESSFUL	Camacho, Maria	1/2/2009	8/21/2010	597

Employment

Employer: Courtesy
Start Date: 11/1/2008
Occupation: Mechanic
Hrs/Week: 40.00

Activity Details			
<u>Service</u>	<u>Occurrence</u>	<u>Attended</u>	<u>Violations</u>
Aftercare Case Management Group	19	5	0
Breathalyzer	374	334	4
Call-In	17	16	1
Case Management Meeting- Individual	14	13	0
Change Orientation Group	16	5	10
Check-In	374	335	13
Drug Screen	62	61	7
Drug Screen 2	6	5	1
Drug/Alcohol Assessment	3	2	0
Intake	2	2	0
Life Skills Group	25	22	0
LSI-R Assessment	2	2	0
MRT Standard Cog. Group	45	41	3
Relapse Prevention Group	18	18	1

Violation Notes			
<u>Program</u>	<u>Occurrences</u>	<u>Results</u>	<u>Notes</u>
Breathalyzer	7/5/2009		07/06/2009 11:39am (ccastane) Client did not report to the Center as required on this date. 07/05/2009 11:59 (Day End)
Breathalyzer	7/10/2009		07/13/2009 4:37pm (ccastane) Client did not report to the Center as required on this date. 07/10/2009 11:59 (Day End)
Breathalyzer	7/11/2009		07/13/2009 4:37pm (ccastane) Client did not report to the Center as required on this date. 07/11/2009 11:59 (Day End)
Breathalyzer	7/24/2009		07/27/2009 4:57pm (ccastane) Client did not report to the Center as required on this date. 07/24/2009 11:59 (Day End)
Call-In	4/1/2010		04/05/2010 10:54am (ccastane) Client failed to call in as scheduled. 04/01/2010 11:59 (Day End)
Change Orientation Group	2/12/2009	Attended = No	03/20/2009 1:34pm (ccastane) Client did complete this service. Staff did not complete check-in process in AccuTrax. 03/19/2009 9:20am (Mcamacho) Client did not attend Group.

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Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation

Contact: Elgin, Sharyl

Phone: (209) 385-7420

Fax: (209) 725-3999

Office Name: Merced County Adult

Client Name:

Discharge Date: 8/21/2010

Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Program	Occurrences	Results	Violation Notes Notes
			03/18/2009 10:40am (ccastane) Client did complete this service. Staff did not complete check-in process in AccuTrax.
			03/17/2009 12:14pm (ccastane) Client to be rescheduled for this group.
			03/16/2009 1:25pm (ccastane) Client to be rescheduled for this group.
			03/12/2009 12:58pm (ccastane) Client to be rescheduled for this group.
			03/10/2009 12:25pm (ccastane) Client to be rescheduled for this group.
			03/09/2009 10:42am (ccastane) Client did not attend Group.
			03/06/2009 3:30pm (ccastane) Client did not attend Group.
			03/05/2009 2:21pm (ccastane) Client did not attend Group.
			03/03/2009 4:17pm (ccastane) Client did not attend Group.
			03/02/2009 1:15pm (ccastane) Client did not attend Group.
			02/27/2009 1:14pm (ccastane) Client did not attend Group.
			02/26/2009 7:55pm (ccastane) Client did not attend Group.
			02/24/2009 4:50pm (ccastane) Client excused from reporting on this date. Client group rescheduled.
			02/20/2009 2:06pm (ccastane) Client excused from reporting on this date. Client group rescheduled.
			02/18/2009 10:55am (ccastane) Client excused from reporting on this date. Client group rescheduled.
			02/17/2009 2:52pm (ccastane) Client excused from reporting on this date. Client group rescheduled.
			02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)

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Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult
 Client Name:
 Discharge Date: 8/21/2010
 Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Program	Occurrences	Results	Violation Notes
			02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End) 02/12/2009 11:59 (Day End)
Change Orientation Group	2/13/2009	Attended = No	03/24/2009 10:49:41(lurista) Group was not held on this day. Client should not be violated. 02/13/2009 09:03:49(pcarter) Change Orientation was not scheduled for this date. Client should not be violated.
Change Orientation Group	2/17/2009	Attended = No	02/17/2009 17:04:53(MCamacho) Client did complete this service. Staff did not complete check-in process in AccuTrax. 02/17/2009 17:05:24(MCamacho) Client did complete this service. Staff did not complete check-in process in AccuTrax.
Change Orientation Group	2/24/2009	Attended = No	02/24/2009 15:20:48(ccastane) Client did not attend Group.
Change Orientation Group	2/25/2009	Attended = No	02/25/2009 15:50:52(ccastane) Client did not attend Group.
Change Orientation Group	2/27/2009	Attended = No	02/27/2009 14:49:00(ccastane) Client did not attend Group.
Change Orientation Group	3/3/2009	Attended = No	03/03/2009 09:00:15(lurista) Group was not held on this day. Client should not be violated.
Change Orientation Group	3/4/2009	Attended = No	03/04/2009 08:13:59(lurista) Class was not held on this day. Client should not be violated.
Change Orientation Group	3/19/2009	Attended = No	03/19/2009 11:59 (Day End)
Change Orientation Group	3/23/2009	Attended = No	03/23/2009 14:09:37(lurista) Error, group was not held on this day. Client should not be violated. 03/23/2009 14:09:51(lurista) Error, group was not held on this day. Client should not be

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Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult
 Client Name:
 Discharge Date: 8/21/2010
 Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Program	Occurrences	Results	Violation Notes Notes
Check-In	2/8/2009		violated. 02/09/2009 10:45am (ccastane) Client did not report to the Center as required on this date. 02/08/2009 11:59 (Day End)
Check-In	2/14/2009		02/17/2009 3:04pm (ccastane) Client did not report to the Center as required on this date. 02/14/2009 11:59 (Day End)
Check-In	4/2/2009		04/08/2009 4:55pm (ccastane) Client did not report to the Center as required on this date. 04/02/2009 11:59 (Day End)
Check-In	4/3/2009		04/08/2009 4:54pm (ccastane) Client did not report to the Center as required on this date. 04/03/2009 11:59 (Day End)
Check-In	5/3/2009		05/04/2009 3:39pm (ccastane) Client did not report to the Center as required on this date. 05/03/2009 11:59 (Day End)
Check-In	5/9/2009		05/11/2009 3:33pm (rbabcock) Client did not report to the Center as required on this date. 05/09/2009 11:59 (Day End)
Check-In	5/18/2009		05/27/2009 4:41pm (ccastane) Client did not report to the Center as required on this date. 05/18/2009 11:59 (Day End)
Check-In	5/30/2009		06/01/2009 4:10pm (ccastane) Client did not report to the Center as required on this date. 05/30/2009 11:59 (Day End)
Check-In	5/31/2009		06/01/2009 4:10pm (ccastane) Client did not report to the Center as required on this date. 05/31/2009 11:59 (Day End)
Check-In	7/5/2009		07/06/2009 11:39am (ccastane) Client did not report to the Center as required on this date. 07/05/2009 11:59 (Day End)
Check-In	7/10/2009		07/13/2009 4:37pm (ccastane) Client did not report to the Center as required on this date. 07/10/2009 11:59 (Day End)
Check-In	7/11/2009		07/13/2009 4:37pm (ccastane) Client did not report to the Center as required on this date. 07/11/2009 11:59 (Day End)
Check-In	7/24/2009		07/27/2009 4:57pm (ccastane) Client did not report to the Center as required on this date. 07/24/2009 11:59 (Day End)
Drug Screen	1/2/2009	THC = Yes	
Drug Screen	1/6/2009	THC = Yes	01/06/2009 7:39pm ammendez Client tested positive for THC. Andrew Mendez Client Service Specialist
Drug Screen	1/14/2009	THC = Yes	01/14/2009 7:09pm ammendez

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Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult

Client Name:

Discharge Date: 8/21/2010

Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Program	Occurrences	Results	Violation Notes Notes
			Client tested positive for THC. Andrew Mendez Client Service Specialist
Drug Screen	1/24/2009	THC = Yes	
Drug Screen	2/15/2009	THC = Yes	
Drug Screen	3/3/2009	NO DROP	03/03/2009 7:27pm ammendez Client left facility without testing. Andrew Mendez CSS
Drug Screen	7/5/2009		07/06/2009 11:39am (ccastane) Client did not report to the Center as required on this date. 07/05/2009 11:59 (Day End)
Drug Screen 2	7/10/2009		07/13/2009 4:37pm (ccastane) Client did not report for his/her drug screen. 07/13/2009 4:37pm (ccastane) Client did not report to the Center as required on this date. 07/10/2009 11:59 (Day End)
MRT Standard Cog. Group	5/18/2009	Attended = No	05/18/2009 19:43:34(rbabcock) Client excused due to car trouble
MRT Standard Cog. Group	6/1/2009	Attended = No	06/01/2009 19:12:27(rbabcock) Client did not report to the Center as required on this date.
MRT Standard Cog. Group	9/7/2009	Attended = No	09/07/2009 11:59 (Day End)
			09/11/2009 09:19:21(MCamacho) Participant excused from this visit due to office closure related to a scheduled holiday
Relapse Prevention Group	8/12/2009	Attended = No	08/12/2009 19:41:04(rbabcock) Client excused

Date	Notes	Case Notes
1/26/2009	01/26/2009 4:15pm (Iurista) 01/02/2009 INTAKE NOTICE: Client Name: Love, Anthony Date of Arrival: 01/02/2009 Agent: Sharyl, Elgin Probation Referral	Mr. Love reported to DRC and completed intake on 01/02/2009. Client was not able to explain his personal schedule due to his employment hours. Client was advised to come in tomorrow with employment verification. Client was advised about the initial groups being done with his case manager.
	Luis Garcia Urista Client Service Specialist	
2/6/2009	02/06/2009 7:10pm (Iurista)	

BI Confidential

10/15/2010 5:21 pm

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Attachments



Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult

Client Name:

Discharge Date: 8/21/2010

Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Date	Notes	Case Notes
	CLIENT CONTACT:	
2/9/2009	02/09/2009 2:51pm (ccastane) 02/05/09, LSI-R ASSESSMENT NOTE:	Client was rescheduled for his change orientation group on 02/24/2009-02/27/2009. Client was advised on the importance of completing his orientation groups.
	Client arrived on time and was prepared for his LSI-R Assessment. Client was cooperative and appeared to be sincere and honest in his answers. Client's Unofficial Score was 17 or an 43.74% (Low-Medium Risk/Needs) chance of recidivism. Chris Castañeda Behavior Change Manager	
2/24/2009	02/24/2009 5:18pm (ccastane) 02/24/09 CLIENT CASE NOTE:	Client did not report to scheduled Change Orientation Group as instructed by CM. Client will be notified to make arrangements with employer as group cannot be rescheduled to accommodate client.
	Chris Castañeda Behavior Change Manager	
2/27/2009	02/27/2009 12:34pm (ccastane)	
	02/27/09 PROBATION CONTACT NOTE:	
	Case Manager emailed client PO to inform PO that client has failed to attend the third re-schedule of Change Orientation group. PO was informed that client would not be rescheduled for this group and that client has failed to attend previous orientation groups.	
	Chris Castañeda Behavior Change Manager	
3/9/2009	03/09/2009 1:56pm (rbabcock)	
	03/09/09, LSI-R ASSESSMENT SCORE NOTE:	
	Clients LSI-R Assessment has been scored. Client scored 18 or Low-Moderate. The case file and Accutrax were also audited and found to be satisfactory.	
	Robyn Babcock Therapist	
3/30/2009	03/30/2009 1:33pm (lurista)	
	03/30/2009 SCHEDULE CHANGE: Per case manager client will be enrolled in relapse prevention on wednesday from 6:30pm-8pm.	
5/21/2009	05/21/2009 12:01pm (rbabcock)	
	05/20/09, CLIENT CASE NOTE:	
	Client was taken out of Relapse Prevention effective today. Client has been drug free for the past several months and there is no benefit to client by attending this group. If client tests positive on a drug screen he will be required to attend this group.	
	Robyn Babcock Therapist	
6/1/2009	06/01/2009 4:39pm (rbabcock)	
	06/01/09, PROBATION CONTACT: PO Sharyl Elgin advised me that client is in custody. He was arrested Friday night during a Probation Sweep. He had THC in his possession and flushed some evidence down the toilet and he ran from the PO. PO requested that client be discharged from program.	
	Robyn Babcock Therapist	

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10/15/2010 5:21 pm

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Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult

Client Name:

Discharge Date: 8/21/2010

Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Date	Notes	Case Notes
6/1/2009	06/01/2009 5:18pm (pcarter)	06/01/09: PROBATION PHONE CONTACT AND DISCHARGE NOTE: Merced Probation contact BI to report that client had been arrested in a Probation Sweep and will be returned to custody. Client will be discharged effective 06/01/09. Patty Carter Program Manager
6/29/2009	06/29/2009 7:28pm (ammendez)	06/29/09, READMIT NOTICE: Client has been readmitted into the program effective 06/29/2009. Client has been scheduled to start MRT on 04/06/09 and Relapse Prevention on 07/01/09. Client has been placed back in Phase I, and will report 7 days a week. Client has been assigned two UA words. Client has also been assigned to Ms. Babcock as his Case Manager, to whom all questions may be directed. Client tested negative for THC, COC, BZO, METH, and OPI. Client also submitted a negative breathalyzer test. Andrew Mendez Client Service Specialist
8/3/2009	08/03/2009 11:22am (lurista)	08/03/09 REFERRING AGENT CONTACT: Agent called on 07/31/09 to inform staff that client was not authorized to leave the county for the weekend. Client is also expected to check in during the weekend.
8/17/2009	08/17/2009 11:18am (ccastane)	08/17/09, CLIENT PHASE PROMOTION NOTE: CM met with client to discuss his new schedule due to client promoting to Phase II. Client was given a new schedule and copy placed in client file. Chris Castaneda Behavior Change Manager
8/31/2009	08/31/2009 3:39pm (ccastane)	08/27/09, INDIVIDUAL CASE MANAGEMENT MEETING: Client attended Case Management meeting. Client reported no change in address/phone number. Client stated contact with new PO (Probation Officer) on 07/31/09. Client stated no police/court contact. Client has tested negative on Drug screens/breathalyzer. Client's attendance is good. Client reported completing Step #3 of MRT and has not completed the required hours for Helping Others. Client has not completed BCP (Behavior Change Plan). Client stated working 50 hours/week for a car sales company as a parts salesman and is not enrolled in school. Client stated that he has learned that the truth will set you free. Chris Castaneda Behavior Change Manager
9/2/2009	09/02/2009 6:55pm (rbabcock)	09/02/09, CASE NOTE: Client has been taken out of Relapse Prevention. Client has remained clean and sober since being re-admitted to program 06/09. A positive drug screen will result in placement back to Relapse Prevention. Robyn Babcock Therapist
9/14/2009	09/14/2009 5:07pm (pcarter)	09/14/09, SECOND LSI-R ASSESSMENT SCORE NOTE: Client's second LSI-R Assessment was completed on 08/27/09 and has been scored. Client scored 8 or a minimum risk to recidivate. This is down from 18 or low medium risk to recidivate. Patty Carter Program Manager

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10/15/2010 5:21 pm

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Attachments



Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult

Client Name:

Discharge Date: 8/21/2010

Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Date	Notes	Case Notes
10/9/2009	10/09/2009 3:07pm (ccastane) 10/08/09, INDIVIDUAL CASE MANAGEMENT MEETING: Client attended Case Management meeting. Client reported no change in address/phone number. Client stated contact with new PO (Probation Officer) on 07/31/09. Client stated no police /court contact. Client has tested negative on Drug screens/breathalyzer. Client's attendance is good. Client reported completing Step #5 of MRT and has not completed the required hours for Helping Others. Client has not completed BCP (Behavior Change Plan). Client stated working 40 hours/week for a car sales company as a parts salesman and 15 hours/week as a janitor. Client stated that he has learned that he has hurt people that he never thought he would hurt. Chris Castañeda Behavior Change Manager	
10/20/2009	10/20/2009 5:56pm (ccastane) 10/20/09 - BEHAVIOR CHANGE PLAN NOTE: D - BCP created with client - Official LSI-R score: 18. Goals in the areas of Companions (avoid contact with pro-criminal associates) and Leisure/Recreation (secure consistent & productive pro-social activities). A - Client was involved in creation of BCP and said that he agreed that the goal targets were accurate and was willing to fulfill the Actions indicated by CM on Client's BCP. P - Client will work on action items as stated on BCP and provide proof of completion by 11/30/09. Chris Castañeda Behavior Change Manager	
11/4/2009	11/04/2009 7:37pm (nsmith) 11/14/2009 NSmith Mr. Love came in at 5:55 pm. Client stated that Ms. Prescott would not be checking in due to her brother being shot and killed on 11/03 in Oakland. Client stated that Ms. Prescott left last night and that Ms. Prescott had called her PO and informed them. Client also stated that Ms. Prescott would try and call CM Babcock to keep her updated but that Ms. Prescott had left her phone charger behind.	
11/9/2009	11/09/2009 2:23pm (ccastane) 11/05/09, INDIVIDUAL CASE MANAGEMENT MEETING: Client attended Case Management meeting. Client reported no change in address/phone number. Client stated contact with new PO (Probation Officer) on 07/31/09. Client stated no police /court contact. Client has tested negative on Drug screens/breathalyzer. Client's attendance is good. Client reported completing Step #5 of MRT and has not completed the required hours for Helping Others. Client has not completed BCP (Behavior Change Plan). Client stated working 40 hours/week for a car sales company as a parts salesman and 15 hours/week as a janitor. Client stated that he has learned to stay strong and not relapse. Chris Castañeda Behavior Change Manager	
12/2/2009	12/02/2009 2:24pm (ccastane) 12/02/09 - BEHAVIOR CHANGE PLAN NOTE: Client turned in completed BCP. BCP signed-off and filed in client folder. Client stated that he enjoyed spending the time he took to recall his childhood pastimes. Client shared that he would like to incorporate simplicity in his activities with his family as those seem to be the memories he can recall while growing up. Chris Castañeda Behavior Change Manager	
12/7/2009	12/07/2009 1:19pm (ccastane) 12/07/09, INDIVIDUAL CASE MANAGEMENT MEETING: Client attended Case Management meeting. Client reported no change in address/phone number. Client stated contact with new PO (Probation Officer) on 11/11/09. Client stated no police /court contact. Client has tested negative on Drug screens/breathalyzer. Client's attendance is good. Client reported completing Step #6 of MRT and	

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10/15/2010 5:21 pm

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Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult

Client Name:

Discharge Date: 8/21/2010

Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Case Notes	
Date	Notes
	has not completed the required hours for Helping Others. Client has not completed BCP (Behavior Change Plan). Client stated working 40 hours/week for a car sales company as a parts salesman and 15 hours/week as a janitor. Client stated that he has learned that giving back makes you feel better. Chris Castañeda Behavior Change Manager
1/11/2010	01/11/2010 1:37pm (ccastane) 01/07/10, INDIVIDUAL CASE MANAGEMENT MEETING: Client attended Case Management meeting. Client reported no change in address/phone number. Client stated contact with new PO (Probation Officer) on 11/11/09. Client stated no police /court contact. Client has tested negative on Drug screens/breathalyzer. Client's attendance is good. Client reported completing Step #7 of MRT and has not completed the required hours for Helping Others. Client has completed BCP (Behavior Change Plan). Client stated working 40-60 hours/week as a parts salesman and as a part-time janitor. Client stated that he has learned to manage his time wisely. Chris Castañeda Behavior Change Manager
2/2/2010	02/02/2010 2:50pm (ccastane) 01/28/10, INDIVIDUAL CASE MANAGEMENT MEETING: Client attended Case Management meeting. Client reported no change in address/phone number. Client stated contact with new PO (Probation Officer) on 11/11/09. Client stated no police /court contact. Client has tested negative on Drug screens/breathalyzer. Client's attendance is good. Client reported completing Step #8 of MRT and has completed the required hours for Helping Others. Client has completed BCP (Behavior Change Plan). Client stated working 50 hours/week as a parts salesman and as a part-time janitor. Client stated that he has learned that if you set goals, you will have an idea of where you want to go. Chris Castañeda Behavior Change Manager
2/9/2010	02/09/2010 7:02pm (ccastane) 02/08/10 PHASE PROMOTION NOTE: Client schedule has been modified due to client promoting from Phase II to Phase III. Client was provided with a new schedule, signed and a copy placed in client folder. Phase III status to take effect on 02/08/10. Chris Castañeda Behavior Change Manager
4/8/2010	04/08/2010 11:50am (rbabcock) 04/07/10, FACE TO FACE CONTACT: While at the front desk I observed the following: When client came into DRC for check-in, he was advised by CSS Andrew Mendez that he was scheduled for a staffing Friday at 3:30. Client then asked what the staffing was regarding. CSS told client that he thought it had something to do with his alcohol and lab results. At that time client became angry and said that he had not consumed alcohol in over a year. He then DEMANDED to be tested at that moment and have specimen sent to the lab. I then told client that we were not going to test him today as we test randomly - not on demand. Client then demanded to be tested Thursday and again advised him that would not happen and explained to client what random meant. Client then said that he wasn't sure whether his boss would let him off early as client was off today. Client was then told to check with his boss and advise staff when he came in today. Client was disrespectful to the staff at the front desk. Robyn Babcock Therapist
4/8/2010	04/08/2010 12:13pm (rbabcock) 04/07/10, INTERIM LSI-R ASSESSMENT/SCORE NOTE: Client attended assessment, was cooperative and answered all questions. Client's score was 8 or a minimum risk to recidivate.

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10/15/2010 5:21 pm

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Attachments



Client Discharge Summary Report

Reporting Provided For:

Agency: Merced County Probation
 Contact: Elgin, Sharyl
 Phone: (209) 385-7420
 Fax: (209) 725-3999

Office Name: Merced County Adult
 Client Name:
 Discharge Date: 8/21/2010
 Days in Program: 597

Compliance: Client is compliant as of the date of this report.

Case Notes	
Date	Notes
	Robyn Babcock Therapist
4/11/2010	04/11/2010 12:57pm (Mcamacho) 04/12/10 ATERCARE PROMOTION NOTE Client met with new Case Manager one-on-one to review his Aftercare Contract. Client shared that continues to work as Mechanic. Client shared that the program has really helped him. Client is entering Aftercare on 04/12/10. Mara Camacho E/E Coordinator
8/5/2010	08/05/2010 7:46pm (tforbes) CHECK IN: Breathalyzer not working.
8/21/2010	08/21/2010 3:34pm (pcarter) 08/21/10: SUCCESSFUL COMPLETION DISCHARGE NOTE Client has completed probation and the BI program. Client continues to work and remain clean and sober. Client stated he would like to stay in touch with BI and the BI staff and wanted to drop by from time to time. Client was encouraged to stay in touch and come by anytime he wanted to. Client thanked the BI staff for all that he has learned and for helping him put his life back together. Client will be discharged effective 08/21/10. The discharge report will be sent to Probation via e-mail. Patty Carter Program Manager

Sample Invoices for \$400,000 funded DRC

Behavioral Interventions
 6400 Lookout Road, Boulder, CO 80301
 (800) 241-5178

ORIGINAL INVOICE

INVOICE NO: CCS-XXXXX
 PAGE: 1
 DATE: 2/28/2010
 DUE DATE: 2/28/2010
 INVOICE TYPE: Invoice

BI INC TAX ID #: 84-0769926

XXXX
 B County of Fresno
 I 4525 East Hamilton Avenue
 L 2nd Floor
 L Fresno, CA 93702

1
 S County of Fresno
 H 4525 East Hamilton Avenue
 I 2nd Floor
 P Fresno, CA 93702

T
OT
O

ORDER #	P.O. NUMBER	Ship Via	TERMS
CS0000XXXX			Net 30
QTY ORDERED	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE

Day Reporting Center Services	1	\$ 33,333.33	\$ 33,333.33
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THANK YOU FOR YOUR BUSINESS. PLEASE REFERENCE THE INVOICE NUMBER ABOVE
 WHEN MAKING PAYMENT. INTEREST SHALL ACCRUE AT 1 1/2% PER MONTH ON
 PAST DUE AMOUNTS.

BI INC NOW ACCEPTS VISA AND MASTERCARD. PLEASE CALL FOR DETAILS.


SALES AMT	33,333.33
MISC CHRG	0.00
FREIGHT	0.00
SALES TAX	0.00
PREPAID	0.00
TOTAL	33,333.33

Attachments

**Summary Client Activity - County of Fresno DRC**

StartDate: 02/01/2010 End Date: 02/28/2010

Number of Referrals: 8**Number of Intakes: 14****Total Discharges: 31****Phase 1 19****Phase 2 11****Phase 3 1****Aftercare 4****Phase Completions:****Phase 1 12****Phase 2 5****Phase 3 4**

<div>  Behavioral Interventions </div> <div> Day Reporting Center Roster - County of Fresno DRC Active Clients As Of 2/28/2010 </div>													
Client Name	Client ID#	Program Start	Phase 1 Start	Phase 1 End	Phase 2 Start	Phase 2 End	Phase 3 Start	Phase 3 End	Aftercare Start	Aftercare End	Program End	Discharge Date	
Last1, First1	12345	10/07/2009	10/07/2009	11/01/2009	11/02/2009	01/10/2010	01/11/2010	02/21/2010	02/22/2010	2/28/2010			
Last2, First2	23456	01/14/2010	01/14/2010	02/08/2010	02/09/2010	2/28/2010							
Last3, First3	34567	12/29/2009	12/29/2009	01/19/2010	01/20/2010	2/28/2010							
Last4, First4	45678	12/15/2009	12/15/2009	01/10/2010	01/11/2010	2/28/2010							
Last5, First5	56789	07/10/2009	07/10/2009	08/09/2009	08/10/2009	11/22/2009	11/23/2009	02/21/2010	02/22/2010	2/28/2010			
Last6, First6	67890	02/11/2009	02/11/2009	03/05/2009	03/06/2009	07/19/2009	07/20/2009	10/11/2009	10/12/2009	2/28/2010			
Last7, First7	78901	08/19/2009	08/19/2009	09/24/2009	09/25/2009	01/15/2010	01/15/2010	02/21/2010	02/22/2010	2/28/2010			
Last8, First8	89012	12/04/2009	12/04/2009	12/27/2009	12/28/2009	2/28/2010							
Last9, First9	90123	10/20/2008	10/20/2008	11/24/2008	11/25/2008	04/03/2009	04/04/2009	11/22/2009	11/23/2009	2/28/2010			
Last10, First10	12340	10/09/2009	10/09/2009	11/01/2009	11/02/2009	02/21/2010	02/22/2010	2/28/2010					

Attachments

Sample Invoices for \$500,000 funded DRC

Behavioral Interventions
6400 Lookout Road, Boulder, CO 80301
(800) 241-5178

ORIGINAL INVOICE

INVOICE NO: CCS-XXXXX
PAGE: 1
DATE: 2/28/2010
DUE DATE: 2/28/2010
INVOICE TYPE: Invoice

BI INC TAX ID #: 84-0769926

XXXX
B County of Fresno
I 4525 East Hamilton Avenue
L 2nd Floor
L Fresno, CA 93702
T
O

1
S County of Fresno
H 4525 East Hamilton Avenue
I 2nd Floor
P Fresno, CA 93702
T
O

ORDER #	P.O. NUMBER	Ship Via	TERMS
CS0000XXXX			Net 30
QTY ORDERED	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE

Day Reporting Center Services	1	\$ 41,666.67	\$ 41,666.67
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THANK YOU FOR YOUR BUSINESS. PLEASE REFERENCE THE INVOICE NUMBER ABOVE
WHEN MAKING PAYMENT. INTEREST SHALL ACCRUE AT 1 1/2% PER MONTH ON
PAST DUE AMOUNTS.

BI INC NOW ACCEPTS VISA AND MASTERCARD. PLEASE CALL FOR DETAILS.

SALES AMT	41,666.67
MISC CHRG	0.00
FREIGHT	0.00
SALES TAX	0.00
PREPAID	0.00
TOTAL	41,666.67

Attachments

**Summary Client Activity - County of Fresno DRC**

StartDate: 02/01/2010 End Date: 02/28/2010

Number of Referrals: 8**Number of Intakes: 14****Total Discharges: 31**

Phase 1 19

Phase 2 11

Phase 3 1

Aftercare 4

Phase Completions:

Phase 1 12

Phase 2 5

Phase 3 4

Day Reporting Center Roster - County of Fresno DRC
Active Clients As Of 2/28/2010




Client Name	Client ID#	Program Start	Phase 1 Start	Phase 1 End	Phase 2 Start	Phase 2 End	Phase 3 Start	Phase 3 End	Aftercare Start	Aftercare End	Program End	Discharge Date
Last1, First1	12345	10/07/2009	10/07/2009	11/01/2009	11/02/2009	01/10/2010	01/11/2010	02/21/2010	02/22/2010	02/22/2010	2/28/2010	
Last2, First2	23456	01/14/2010	01/14/2010	02/08/2010	02/09/2010	2/28/2010						
Last3, First3	34567	12/29/2009	12/29/2009	01/19/2010	01/20/2010	2/28/2010						
Last4, First4	45678	12/15/2009	12/15/2009	01/10/2010	01/11/2010	2/28/2010						
Last5, First5	56789	07/10/2009	07/10/2009	08/09/2009	08/10/2009	11/22/2009	11/23/2009	02/21/2010	02/22/2010	02/22/2010	2/28/2010	
Last6, First6	67890	02/11/2009	02/11/2009	03/05/2009	03/06/2009	07/19/2009	07/20/2009	10/11/2009	10/12/2009	10/12/2009	2/28/2010	
Last7, First7	78901	08/19/2009	08/19/2009	09/24/2009	09/25/2009	01/15/2010	01/15/2010	02/21/2010	02/22/2010	02/22/2010	2/28/2010	
Last8, First8	89012	12/04/2009	12/04/2009	12/27/2009	12/28/2009	2/28/2010						
Last9, First9	90123	10/20/2008	10/20/2008	11/24/2008	11/25/2008	04/03/2009	04/04/2009	11/22/2009	11/23/2009	11/23/2009	2/28/2010	
Last10, First10	12340	10/09/2009	10/09/2009	11/01/2009	11/02/2009	02/21/2010	02/22/2010	2/28/2010				

Attachments

CERTIFICATE OF DELIVERY OF DOCUMENT

I am employed by the County of Fresno as a Deputy Clerk of the Board of Supervisors. On March 22, 2011 I delivered a copy of Agreement No. 11-105 (Item No. 31) to the Chairman of the Fresno County Board of Supervisors.


Kelley McCreary
Deputy Clerk

FIRST AMENDMENT TO A G R E E M E N T

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 21st day of March, 2012, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and B.I. INCORPORATED, a corporation, whose principal address is 6400 Lookout Road, Boulder, CO 80301, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR each are a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 11-105 on the 22nd day of March, 2011 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to operate a Day Reporting Center, hereinafter referred to as "DRC," for youthful offenders as defined in Request for Proposal (RFP) #952-4867; and

WHEREAS, CONTRACTOR agreed to establish and operate a DRC for youthful offenders in facility space as designated by COUNTY'S Probation Department at 2212 N. Winery, Suite 122, Fresno, CA 93703; and

WHEREAS, said DRC became operational within 60 days of the start of the contract term and has maintained fifty (50) slots for youthful offenders that are on felony probation in lieu of prison and provided individualized evidence-based programming; and

WHEREAS, on September 13, 2011, the Board of Supervisors approved the Community Corrections Partnership Plan (CCPP) for implementation of the Public Safety Realignment Act pursuant to Assembly Bill 109 (Chapter 15, Statutes of 2011)/Assembly Bill 117 (Chapter 39, Statutes of 2011), which went into effect October 1, 2011, and the approved CCPP sets out post release supervision strategies that include referrals to an Adult Day Reporting Center; and

WHEREAS, the COUNTY and CONTRACTOR desire to expand the number of program slots, as specified below, in order to accommodate additional offenders from the Probation Department's Post Release Community Supervision (PRCS) program, which was established pursuant to Assembly Bill 109/Assembly Bill 117; and

1 WHEREAS, the COUNTY and CONTRACTOR wish to amend Section 5 of the
2 Agreement regarding the compensation to be paid to CONTRACTOR to provide for additional
3 compensation to CONTRACTOR if the number of program slots utilized exceeds 50; and

4 WHEREAS, the COUNTY and CONTRACTOR intend for these amendments to the
5 Agreement to operate prospectively only such that CONTRACTOR shall not be entitled to any
6 additional compensation for the first year of the Agreement (April 1, 2011 through March 31,
7 2012); and

8 WHEREAS, as of May 1, 2011 any contracts including contract amendments brought
9 before the Board of Supervisors must include new language regarding disclosure of self-
10 dealing transactions.

11 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
12 which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

13 Section 1. of the Agreement, entitled "OBLIGATIONS OF THE CONTRACTOR,"
14 Subsections A. and B. located on Page 1, lines 19 through 27, are deleted in their entirety and
15 replaced with the following:

16 "A. CONTRACTOR shall establish and operate a DRC for youthful offenders in
17 facility space as designated by COUNTY'S Probation Department at 2212 N. Winery, Suite
18 122, Fresno, CA 93703. Facility space may also be designated by COUNTY'S Probation
19 Department at 2212 N. Winery, Suite 100, in the event the average daily population of the
20 DRC increases to Seventy-Six (76) to One Hundred (100) slots. The target age group is 18
21 to 25 years of age; however, older offenders may be considered for the program based
22 upon the success rate as defined in Senate Bill 678 or in order to accommodate additional
23 offenders from the Probation Department's Post Release Community Supervision (PRCS)
24 program. The COUNTY reserves the sole right to set the target population parameters.

25 B. Said DRC shall become operational within 60 days of the start of the contract
26 term and maintain fifty (50) slots for youthful offenders that are on felony probation in lieu of
27 prison and offenders from the Probation Department's Post Release Community
28 Supervision program and provide all offenders with individualized evidence-based

programming. Additionally, at the Probation Department's request, the program can be expanded in twenty-five (25) slot increments to a maximum of one hundred (100) slots. This can be reversed back to fifty (50) slots, at the request of the Probation Department, due to funding reductions. The DRC program shall include an aftercare component for all offenders, which is not a part of the aforementioned slots."

Section 2. of the Agreement, entitled "OBLIGATIONS OF THE COUNTY," Subsections A. and B. located on Page 4, lines 16 through 22, are deleted in their entirety and replaced with the following:

"A. COUNTY'S Probation Department will designate and provide space to CONTRACTOR to establish and operate the DRC at 2212 N. Winery, Suite 122, Fresno, CA 93703 under the terms and conditions of this Agreement. Attachment A of RFP #952-4867 (Exhibit A) delineates DRC space, Probation space, and shared space at this location. Facility space may also be designated as shown in Exhibit D by COUNTY'S Probation Department at 2212 N. Winery, Suite 100, in the event the average daily population of the DRC increases to Seventy-Six (76) to One Hundred (100) slots. There will be no shared space in Suite 100.

B. COUNTY'S Probation Department will pay the lease at both locations specified in Section 2. A. above, which includes janitorial services and restroom supplies, as well as pay for water/sewer/garbage and utilities (PG&E) costs."

Section 5. of the Agreement, entitled "COMPENSATION/INVOICING," located on page 5, line 28 and page 6, lines 1 through 16 is deleted in its entirety and replaced with the following:

"5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for the services provided pursuant to this Agreement as shown in the tiered monthly pricing structure in Exhibit E.

CONTRACTOR shall submit monthly invoices in duplicate addressed to the Fresno County Probation Department, 3333 E. American Avenue, Suite B, Fresno, CA 93725, Attention: Probation Business Office. The invoice shall also include the following

information: 1) current number of participants enrolled in the DRC; 2) number of participants who entered the program during the month; 3) number of participants who exited the program during the month, indicating how many graduated and how many were terminated without graduation; and 4) the average daily population for the month.

For the first year of the Agreement (April 1, 2011 – March 31, 2012), in no event shall services performed under this Agreement be in excess of Four Hundred Thousand and No/100's Dollars (\$400,000). For the remaining term of the Agreement, in no event shall services performed under this Agreement be in excess of Seven Hundred Twenty Thousand (\$720,000) per contract year (April 1 through March 31st). For the entire term of this Agreement (April 1, 2011 – March 31, 2016), in no event shall services performed under this Agreement exceed Three Million Two Hundred Eighty Thousand (\$3,280,000) and No/100's Dollars. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR'S invoices by COUNTY'S Probation Department."

Section 12. of the Agreement, entitled "NOTICES," located on page 10, lines 1 through 9, is deleted in its entirety and replaced with the following:

"12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Chief Probation Officer
Fresno Co. Probation Dept.
3333 E. American Avenue, Suite B
Fresno, CA 93725

CONTRACTOR

Vice-President, Re-Entry & Supervision Services
BI, Incorporated
6400 Lookout Road
Boulder, CO 80301

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party."

Section 14. of the Agreement entitled, "ENTIRE AGREEMENT," located on page 10, lines

1 14 through 18 is renumbered to Section 15.

2 At page 10, line 14 of the Agreement is inserted the following new Section 14:

3 "14. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

4 This provision is only applicable if the CONTRACTOR is operating as a
5 corporation (a for-profit or non-profit corporation) or if during the term of this Agreement,
6 the CONTRACTOR changes its status to operate as a corporation.

7 Members of the CONTRACTOR'S Board of Directors shall disclose any
8 self-dealing transactions that they are a party to while CONTRACTOR is providing goods
9 or performing services under this agreement. A self-dealing transaction shall mean a
10 transaction to which the CONTRACTOR is a party and in which one or more of its
11 directors has a material financial interest. Members of the Board of Directors shall
12 disclose any self-dealing transactions that they are a party to by completing and signing
13 a *Self-Dealing Transaction Disclosure Form* (Exhibit F) and submitting it to the COUNTY
14 prior to commencing with the self-dealing transaction or immediately thereafter."

15 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
16 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment
17 together shall be considered the Agreement.

18 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
19 covenants, conditions and promises contained in the Agreement and not amended herein shall
20 remain in full force and effect.

21 ///

22 ///

23 ///

24 ///

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26 ///

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28 ///

EXECUTED AND EFFECTIVE as of the date first above set forth.


CONTRACTOR

BI Incorporated


Loren Grayer

Vice-President, Community Based Services

Date: 2/27/12


John J. Bulfin

Vice President, Secretary

Date: 2/27/12

COUNTY OF FRESNO


Deborah A. Poochigian

Chairman, Board of Supervisors

Date: 3/27/12

ATTEST:

Bernice Seidel, Clerk to Board of Supervisors

By 

Deputy

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**


1 REVIEWED & RECOMMENDED
2 FOR APPROVAL:

3 
4 Linda M. Penner, Chief Probation Officer

5
6 APPROVED AS TO LEGAL FORM:
7 Kevin B. Briggs, County Counsel

8 By 
9 Deputy

10
11 APPROVED AS TO ACCOUNTING FORM:
12 Vicki Crow, CPA
Auditor-Controller/Treasurer-Tax Collector

13 
14 By
15 Deputy

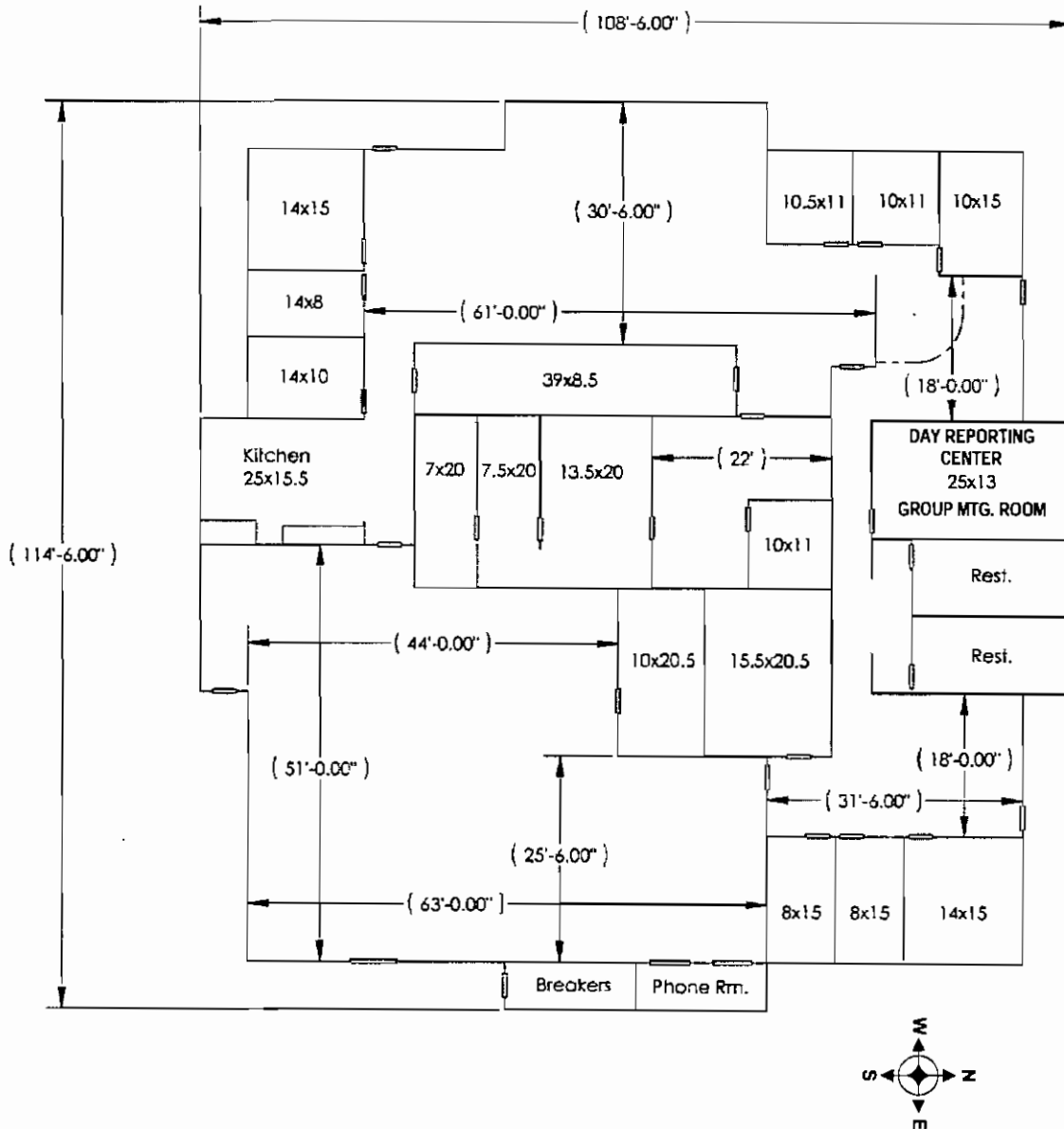
16
17
18
19 FOR ACCOUNTING USE ONLY:

20 Org. No.: 34321950/34300390
21 Acct. No.: 7295
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28

Agreement #11-105, EXHIBIT D

Post Release Community Supervision Program
and Day Reporting Center Group Room
2212 N. Winery, Suite 100
Fresno, CA 93703

In the event the DRC average daily population increases to between 76 and 100 participants, the Probation Department will provide space to the DRC for Group Meetings as shown. All other areas are for Probation use only. There is no shared space in this building.



DAY REPORTING CENTER MONTHLY FEE FOR SERVICES

<u>Average Daily Population*</u>	<u>Monthly Fee</u>
1-50	\$33,333.33
51-75	\$47,500.00
76-100	\$60,000.00

*The monthly fee for all services provided under this Agreement will be based on the Day Reporting Center (DRC) Average Daily Population (ADP) for the month. The DRC ADP will be derived from Probation's Adult Automation System records for the month. The ADP is derived from running a query report on the number of adults enrolled in DRC each day. At the end of the month, these numbers are totaled and then divided by the number of days in the month to arrive at the Average Daily DRC population for the month.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	