

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

**NUMBER: 962-5347**

### RE-ENTRY EMPLOYMENT READINESS SERVICES FOR IN-CUSTODY AND OUT OF CUSTODY OFFENDERS

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Issue Date: May 8, 2015

Closing Date: JUNE 12, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Carolyn Flores,  
phone (559) 600-7112 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

Check County of Fresno Purchasing's Open Solicitations  
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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#### 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)" ATTACHED.

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNED BY

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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 stated within this document. 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.

**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 (8.225%). 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.

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### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations 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. 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 the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. 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 un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. 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.

### 10. 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.

### 11. 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.

### 12. 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.

### 13. 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.)

### 14. RECYCLED PRODUCTS/MATERIALS:

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

### 15. 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.

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### 16. 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.

### 17. 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 if 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.

### 18. 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) working 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.

### 19. 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.

### 20. 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 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.

### 21. 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.

### 22. 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).

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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.

### 23. 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.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption

from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County.

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The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

Fresno County is requesting proposals from qualified vendors to provide re-entry employment readiness services for both in-custody and out of custody offenders.

Funding for this program is from AB 109, which changed legislation and sentencing in the state of California effective October 1, 2011. AB 109 releases certain offenders from state prisons to the supervision of county probation departments; these are called Post Release Community Supervision (PRCS) offenders. AB 109 also provides, pursuant to 1170 (h) of the California Penal Code, for sentencing that mandates commitments to the county jail for offenders previously sent to the state prison system under long term sentencing strategies. As a result, many more offenders are now receiving re-entry services in Fresno County.

The Fresno County Community Corrections Partnership (CCP) was formed to oversee development of local programs and services to meet the needs of these offenders and to support public safety. The CCP developed and approved the County's Public Safety Realignment Act, AB 109 Implementation Plan, which is found in **Exhibit A**. This document, including updates, has been approved by the CCP and the Fresno County Board of Supervisors. It serves as a guideline for all projects funded by AB 109. All potential vendors should review it before responding to this Request for Proposal.

On October 1, 2014, the CCP approved an update to the CCP Plan to add a re-entry employment readiness program to provide services to increase the employability of offenders. On December 2, 2014, the Fresno County Board of Supervisors also approved the updated CCP Plan.

Challenges that ex-offenders face in seeking employment are widely recognized. While many employers are reluctant to hire ex-offenders, employment provides a foundation from which to build a law-abiding life. Employment of ex-offenders promotes public safety and reduces recidivism. Therefore, preparing ex-offenders for employment and advocating with employers to hire them are essential components of a successful re-entry program.

The following Scope of Work specifies both in-custody and post-custody programming and provides the County's expectations for provision of re-entry employment readiness services. This Scope of Work was approved by the CCP on February 19, 2015.

Proposals may include services rendered by agencies or organizations in collaborative or subcontracted partnership with the bidder. In that case, each partner is required to submit a Letter of Review and Support. (See Checklist for required elements.)

It is expected that the Agreement executed with the successful bidder will be for a period of three years, with the potential of two one-year extensions



## KEY DATES

<b>RFP Issue Date:</b>	<b>May 8, 2015</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Carolyn Flores at (559) 600-7112 if planning to attend vendor conference.</i>	<b>May 18, 2015 at 1:30 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>May 22, 2015 at 9:00 A.M.</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>June 12, 2015 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

## 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 person 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. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**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 or allowed 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." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b>not</b> submitted information identified as Trade Secrets. 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.
(Company Name)	

### 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.

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## 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.

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(Authorized Signature)

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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 Proposal Identification Sheet.

**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 or 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 8.225% 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.

**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. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, 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, upon request of the proposed programs/services/goods.

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

**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 venture, 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.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**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 Department, 3333 E. American Avenue, Fresno, CA 93725, 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) 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. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal 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) 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) working 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) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**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 May 18, 2015 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), 2<sup>nd</sup> 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 Carolyn Flores at County of Fresno Purchasing, (559) 600-7112, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit one (1) original, with two (2) \*reproducible compact discs enclosed and seven (7) 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 two (2) reproducible compact discs (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact discs 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 discs are 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 May 22, 2015 at 9:00 a.m. Questions must be directed to the attention of Carolyn Flores, Purchasing Analyst III.
- 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](mailto:CountyPurchasing@co.fresno.ca.us).

**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 (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. 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, if appropriate, 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.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

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

## SCOPE OF WORK

Fresno County is requesting proposals from qualified vendors to provide an employment readiness program, including (at minimum) the following evidence-based\* services:

1. In-custody employment readiness services in the Transition from Jail to Community (TJC) program at the Fresno County Jail.
  - a. Assess individual strengths, skills and interests
  - b. Review of employment and entrepreneurship opportunities leading to a gainful, living wage,
  - c. Identification of individual needs and development of case plans,
  - d. Case management
  - e. Behavior modification techniques, including cognitive behavioral therapy, to assist offenders with changing their thought processes and improving their decision-making skills, and
  - f. Information on and referrals to community resources.
2. Post-release services in the community to empower ex-offenders to find and retain gainful employment
  - a. Continue management of individual cases developed in the TJC program
  - b. Provide a program to improve job-seeking skills, acquire new marketable job skills, and improve the chances of successful employment outcomes,
  - c. Provide support for those with entrepreneurial objectives,
  - d. Assist those who do not possess proficiency in basic 9th grade English and 9th grade math with obtaining remedial education,
  - e. Identify employers willing to hire ex-offenders and encourage recruitment of the realigned population, and
  - f. Connect ex-offenders with agencies providing employment services and other supportive community resources.
3. Referral to community support groups that focus on job-retention and social interaction for ex-offenders to re-enforce new, positive thought processes and reduce recidivism.
4. Post-employment support to provide assistance with problem-solving and communication issues and to reinforce positive behaviors.
5. Collection and sharing of data:
  - a. Participate in a data collection program as identified through the CCP.
  - b. Enter into a Memorandum of Understanding with agencies, if required and approved by the CCP, that will allow for data sharing both locally and statewide, as needed.
  - c. Assure confidentiality of all information on individual participants in compliance with all state and Federal regulations and laws.

**\* Reference to evidence supporting the effectiveness of each program element should be provided within the bidder's proposal.**

## COUNTY RESPONSIBILITIES

The COUNTY's responsibilities within the resulting AGREEMENT will include:

1. Provide CONTRACTOR with referrals to the Re-Entry WORKS Program.
2. Provide CONTRACTOR with:
  - a. Current and updated policies and procedures developed by the CCP.
  - b. Contact information for the Deputy Probation Officer supervising each Re-Entry WORKS participant.
  - c. Compensation in accordance with the executed AGREEMENT.

## COST PROPOSAL INSTRUCTIONS

The maximum annual budget for the requested services is \$276,950. Please complete and submit the attached line-item budget (found in **Exhibit C**) to identify the costs of providing services described in your proposal.

All administrative, operating, and payroll expenses related to providing the services listed in the Scope of Work must be included in this cost proposal. No other compensation will be paid to the Contractor.

Any non-profit organization will have the following language included in the contract to provide these services:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

### CAPACITY

What is the maximum capacity the bidder has to serve inmates in the County Jail's Transition from Jail to Community (TJC) program?

\_\_\_\_\_

What is the maximum capacity for managing post-custodial case plans?

\_\_\_\_\_

## 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(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. 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.
- III. TABLE OF CONTENTS
- IV. 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.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. 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.

X. 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.
- 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 before completion 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.
- XI. 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.
- XII. 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.
- XIII. CHECK LIST



## AWARD CRITERIA

### CAPABILITY, QUALIFICATIONS AND MANAGEMENT PLAN – 100 percent

- A. Do the service descriptions address all specifications in the RFP's Scope of Work? Will the proposed services satisfy County's needs and to what degree? Does the bidder demonstrate awareness of problems associated with providing the proposed services? **(25%)**
- B. Does the bidder provide data to support and/or document the effectiveness of the proposed in-custody and post-custody program/curriculum/services? **(25%)**
- C. What is the maximum capacity the bidder has to serve offenders: **(20%)**
  - 1. Incarcerated in the County Jail, developing case plans?
  - 2. Post-custody in the community, managing case plans?
- D. Has the bidder **demonstrated\*** success in providing the specified services? **(30%)**
  - 1. Providing in-custody services?
  - 2. Serving the post-custody population?
  - 3. Providing a work readiness program?
  - 4. Developing and managing individual case plans for employment?
  - 5. Reaching out to employers, promoting employment of ex-offenders?
  - 6. Collecting and reporting data?
  - 7. Contracting with a California County?
  - 8. Collaborating with other agencies?

**\* Included specific examples of successful experience within the proposal**

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
3. \_\_\_\_\_ **One (1) original plus seven (7) copies** of the RFP have been provided.
4. \_\_\_\_\_ **Two (2) reproducible compact discs** of the RFP have been provided.
5. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
7. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
9. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. \_\_\_\_\_ Proposal identifies and discusses problems associated with providing the proposed services.
11. \_\_\_\_\_ Each specification listed in *Scope of Work* has been addressed.
12. \_\_\_\_\_ Data/documentation of evidence based programs, practices, is included.
13. \_\_\_\_\_ Examples of successful experience providing the specified services are included.
14. \_\_\_\_\_ If the proposal includes services to be delivered by other organizations or agencies, whether collaborative or subcontracted partners, a Letter of Review and Support from each partner has been included. On its letterhead, each partner agency/organization should clearly state:
  - A. That the person authorized to enter agreements on behalf of the agency/organization has reviewed (the bidder's) proposal in response to RFP 962-5347, issued by the County of Fresno.
  - B. That if the proposal is awarded, the agency/organization is prepared to collaborate with the bidder as described in the proposal. The services to be provided should be stated in general terms, for example: "accept referrals to our existing peer-support groups," or "develop and provide a program to support entrepreneurial interests."
  - C. Whether these collaborative services would be provided under subcontract with the bidder, or would be funded through another source.

- D. That if this proposal is selected for implementation, we understand that a more formal Letter of Agreement, Memorandum of Understanding, or Contract will be required.
- E. Examples of any prior collaboration between the bidder and the agency/organization.

15. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<b>962-5347</b>
Closing Date:	<b>June 12, 2015</b>
Closing Time:	<b>2:00 P.M.</b>
Commodity or Service:	<b>Re-Entry Employment Readiness Services for In-Custody and Out of Custody Offenders</b>

**Return Checklist with your RFP response.**

## EXHIBITS

- A. The Public Safety Realignment Act AB109  
Implementation Plan 2011 and Updates 2013 & 2014**
- B. No Hostage Policy**
- C. Line Item Budget  
Salary and Benefit Detail by Position  
Cost Proposal Summary**

# The Public Safety Realignment Act

## AB 109

### Implementation Plan 2011

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## County of Fresno



### *Executive Committee of the Community Corrections Partnership*

Linda Penner, Chief Probation Officer, County of Fresno (Chair)

Hon. Gary Hoff, Presiding Judge, Fresno County Superior Court

Sheriff Margaret Mims, County of Fresno

Elizabeth Egan, District Attorney, County of Fresno

Kenneth Taniguchi, Public Defender, County of Fresno

Jerry Dyer, Chief, Fresno Police Department

Donna Taylor, Director, Behavioral Health, County of Fresno



The following statement was developed and approved by the Executive Committee of the Fresno County Community Corrections Partnership (CCP) on August 19, 2011. On that date, AB 109 the Public Safety Realignment Act Implementation Plan was finalized and approved by the Executive Committee for submission to the Fresno County Board of Supervisors:

“Although AB 109 delineates a funding formula for implementation of this legislation, it appears that this initial funding is inadequate to accomplish the specified objectives of realignment or to establish the framework necessary to implement the Community Corrections Partnership within the aggressive time line set by the State of California.

The Fresno County CCP is concerned that the state of California significantly underestimated the population to be realigned to Fresno County. The funding is disproportionate to the task required which inhibits the CCP from fully providing the safest possible realignment for our community.

In order to provide maximum safety within our community, this plan will ensure offenders are held accountable by placing an emphasis on incarceration and supervision, while at the same time providing services to offenders that will ensure the highest probability of succeeding.”

**AB 109**  
**The Public Safety Realignment Act**  
**Summary and Overview of Legislation**

In an effort to address overcrowding in California's prisons and assist in alleviating the state's financial crisis, the Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 5, 2011. AB 109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Implementation of the Public Safety Realignment Act is scheduled for October 1, 2011.

Additionally, Section 1230 of the California Penal Code is amended to read "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, presiding Judge or his or her designee, and the department representative listed in either section 1230 (b) (2) (G), 1230 (b) (2) (H), or 1230 (b) (2) (J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) Consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multi-service centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs."

## Key Provisions in AB 109

Redefining Felonies: Revises the definition of a felony to include certain crimes that are now punishable in jail for 16 months, 2 years, or 3 years instead of state prison. Some offenses, including serious, violent and some sex-offenses, are excluded and sentences can continue to be served in state prison.

Local Post Release Community Supervision: Offenders released from state prison on or after October 1, 2011 after serving a sentence for an eligible offense shall be subject to, for a period not to exceed 3 years, post release community supervision provided by a county agency designated by that county's Board of Supervisors.

Revocations Heard & Served Locally: Post release community supervision and parole revocations will be served in local jails (by law maximum revocation sentence is up to 180 days), with the exception of paroled 'lifers' who have a revocation term of greater than 30 days. The Courts will hear revocations of post release community supervision while the Board of Parole Hearings will conduct parole violation hearings in jail.

Changes to Custody Credits: Jail inmates will be able to earn four days of credit for every two days served. Time spent on home detention (i.e., electronic monitoring) is credited as time spent in jail custody.

Alternative Custody: Penal Code Section 1203.018 authorizes electronic monitoring for inmates being held in the county jail in lieu of bail. Eligible inmates must first be held in custody for 60 days post-arraignment, or 30 days for those charged with misdemeanor offenses.

Community-Based Punishment: Authorizes counties to use a range of community based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision.



**Background and Information**

This historic legislation sets into motion a number of fundamental changes related to the incarceration, supervision and treatment of a designated group of offenders and provides Fresno County with the ability and limited funding to provide correctional services. AB 109 offers support for community corrections and its multiple goals of offender accountability, surveillance and supervision as well as fiscal accountability.

AB 109 reduces the number of offenders incarcerated in the state prison and releases offenders convicted of specified felonies (low risk sexual offenders defined by Static 99, non-violent offenders and non-serious offenders) to counties of commitment. It also changes the California Penal Code and sentencing practices to keep these offenders of specified felonies from being committed to state prison.

Community Corrections as detailed in the Realignment Act are non-prison sanctions imposed by a court that move offenders through a system of services that are evidence based and available to those who will most likely benefit from them thereby redeeming both offenders and economies. The magnitude and scope of the legislation has required a paradigm shift for the criminal justice system in Fresno County. The justice partners in conjunction with the Community Corrections Partnership stand ready and competent to provide for public safety services mindful of the realignment focus on evidence based practices and solutions for alternatives to incarceration and reentry joined with public safety services.

In October 2011 through October of 2013, Fresno County will receive 1598 returning offenders from the California Department of Corrections and Rehabilitation for post release supervision services. In addition, with the implementation of sentencing reforms, those offenders convicted of specified felonies will be punishable in a county jail or other local sentencing option for more than one year. Both of these actions will have considerable impact on the community and the justice system in Fresno County.

To address these anticipated needs, a number of proposals are recommended that will build ground up a system of fiscally responsible, data driven, evidence based rigorous reforms to current operations that will be inclusive, comprehensive and transparent. The proposed strategies consider the expected multidimensional needs of the new realignment population and the solutions necessary to achieve the balance between public safety and the spirit of the legislation. The goals of increased public safety through reduced victimization can be met at the local level providing there is understanding that is informed and based on the already established and verified body of knowledge of evidence based practice, principles and programs.

### **SB 678 California Community Corrections Performance Act**

The National Institute of Corrections (NIC) recommends that correctional systems establish local values, principals and process based on evidenced based research. It is anticipated that the CCP will utilize all evidenced based and logic models as it moves forward in the development and implementation of services.

Evidenced based programs are found in the SB 678 California Community Corrections Partnership Act. In 2009 the State of California enacted SB 678 which provided a formula based system for sharing state savings with probation departments for improved supervision of felony probationers and reduced prison admissions. Fresno County Probation received \$1,270,000 to develop and enact evidence based programming (EBP) for adult offenders. This award continues through September 30, 2012. The funding allowed for the immediate development of EBP in conjunction with supervision practices that were likely to improve the probation performance of offenders and reduce the likelihood that the probationers would commit new crimes and other violations resulting in a prison commitment. Several practices have been identified and are in the process of being integrated and implemented as well as evaluation programs being put in place to determine effectiveness.

## **Evidence Based Practices: Fresno County Probation**

### **Risk-Needs Assessment**

The Static Risk Offender Needs Guide (STRONG) is a 4<sup>th</sup> generation, state-of-the-art, evidence-based risk and assessment and automated supervision planning system for adult offenders. It's most salient benefit to corrections agencies is its ability to help personnel predict recidivism by type of crime (violence, property or drug offenses, etc.). This allows probation supervisors to tailor the most effective decisions and courses for corrections by individual offender.

The resource is delivered through a Web-based interface and enables clients to manage intake, assessment administration, case plan management and outcome reporting from a single software application. Core components of the program are aimed at providing a precise and objective assessment to gauge the individual's risk level for future criminal acts and a prescriptive component that guides corrections personnel in tailoring supervision, treatment and services for optimal rehabilitative results. The tool ensures that treatment and public resources are devoted to the highest risk offenders and an objective, consistent and simple method of risk prediction and necessary levels of supervision.

Part 1: Static Risk Assessment The program begins with a 26-question assessment of "static" factors and scores that determine future risks in three areas: 1) felony, 2) non-violent felony, and 3) violent felony. These risk scores lead to classification of offenders into one of five levels:

- High Risk Violent
- High Risk Property
- High Risk Drug
- Moderate Risk
- Low Risk

### Part 2: Offender Needs Guide

Each high-risk offender receives an Offender Needs (Criminogenic) Assessment reached via a 70-question survey covering social achievements, support systems, cognition and personality traits. Questioning covers education, employment, residential stability, marriage/family, friends, aggression, coping skills and substance abuse, as well as criminal history.

### Part 3: Offender Supervision Plan

STRONG offers the ability to auto-populate the Offender Needs Guide data into an Offender Supervision Plan which recommends specific interventions targeting the "dynamic risk" factors related to criminal behavior. Targeting the greatest individual risk factors of an offender and identifying specific interventions to treat them allow agencies to actively facilitate the kind of positive change that can ultimately keep the offender out of the criminal justice system and help them become productive members of society.

### **Adult Day Reporting Center**

Adult Day Reporting Centers (ADRC), are on-site cognitive restructuring programs designed as Evidence Based Practices and designed to change an offender's adverse thinking patterns,

provide education and job training to enable long-term employment, and hold offenders accountable during the day.

The goals of the Adult Day Reporting Center are to reduce offender rearrests and recidivism, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable. These goals will be achieved by providing skill-based learning opportunities, educational and vocational training and intensive community supervision.

Participants in the Adult Day Reporting Center:

- Enhance their coping skills through group and peer counseling
- Locate and maintain stable housing
- Improve educational and vocational skills
- Find and retain meaningful work
- Structure their activities within the community
- Receive intensive community supervision by their probation officers

In Fresno County, the ADRC as designed and in the process of moving to full implementation has identified supervision, treatment and training for offenders who are identified through assessment for services. Up to 50 realignment offenders will eventually enrolled in the ADRC. The current facility is co-located with the Adult Drug Suppression function in Fresno. Offenders go through a four-phase program from one day to seven days per week and are typically seen on aftercare approximately six months into the program. At the present time California State University, Department of Criminology, has submitted an application to fund a comprehensive process and outcome evaluation of the Adult Day Reporting Center program.

#### *Thinking for a Change* (T4C) Adults

Validated as evidence based program, *Thinking for a Change*, (T4C) cognitive behavioral therapy has proven to be an effective program for juveniles and through endowed grant funding, extended for adult offending populations. Cognitive-Behavioral Therapy (CBT) in the T4C model is an empirically supported treatment that focuses on patterns of thinking that are maladaptive and the beliefs that underlie such thinking. Since 1997, *Thinking for a Change* (T4C) has trained thousands of correctional staff to facilitate offender groups in this evidence-based cognitive behavior program. The *Thinking for a Change* curriculum uses as its core a problem solving component, with both cognitive restructuring and social skills interventions. It was developed to be appropriate for a wide-range of offender groups, and has been implemented in all phases of the juvenile and adult criminal justice systems with considerable reductions in recidivism.

In Fresno, probation officers have been trained and are being trained in the model and following assessment of offenders those moved to the model meet with probation staff twice weekly in groups of ten to study and participate in therapy. The Fresno model is part of the evaluation that California State University has proposed completing on the DRC.

#### Offender Link Telephone Reporting

Validated as a promising practice, Offender Link identifies low risk offenders in bank caseloads who can maintain contact via telephone reporting. This allows probation officers to focus

attention on medium to high risk offenders through the use of phone and web based services that simplify client supervision with automated voice authenticated check-ins, interviews and message delivery. Probationers receive notifications and court reminders, drug test notifications and specific instructions on conditions of probation

#### Motivational Interviewing

Motivational Interviewing (MI) is a client-centered approach for eliciting behavioral change through helping offenders explore and resolve ambivalence. It is an evidence based practice that has been shown to effectively change behavior. It is a positive and focused goal based approach that attempts to increase the offenders awareness of the potential problems caused, consequences experienced, and risks faced as a result of the behavior in question. With offenders, the belief that change is possible is an important motivator to succeed in making the change. They're held responsible for choosing and carry out actions to change. In Fresno County probation officers and probation technicians that have direct client contact are being trained in the model that will be utilized as an EBP with the realignment population.

### **Proposed Implementation Plan: Roles and Responsibilities**

#### **Fresno County Sheriff's Office: Jail Division**

The Fresno County Sheriff's Office is currently responsible for three jails in downtown Fresno near the main Fresno County Criminal Courthouse. Operationally the jail has 3478 beds available in the three jails but due to budget constraints and reductions, the bed count is now maintained at 1923 beds. There is no ability for the jail to absorb additional AB 109 populations at its present funding level and the Sheriff remains under a federal consent decree for overcrowding that requires release of inmates whenever a designated bed for the inmate's classification is not available.

With the advent of AB 109 funding it is anticipated that the Fresno County Sheriff would reopen a floor in the North Annex Jail that has 432 beds. In addition due to security concerns and classification issues, a small number of classified security beds may be opened in the South Annex Jail. For the operational dates of October 2011 through June of 2012, the Sheriff's Office will open one floor with 432 beds. Contingent upon funding, a second floor with 432 beds would be opened in April 2012 through the end of the first fiscal year.

Based on inmate classification criteria and the physical construction configuration of the North Annex Jail, the 432 beds being considered for use are all Minimum Security housing beds. This physical configuration facilitates programming for some inmates while limiting such for others. The Jail system cannot be operated by segregating AB 109 inmates from other inmates. Jail Objective Classification that includes such criteria as gender, crime, criminal sophistication, gang affiliation etc., determines the use of housing not the specific funding source. However, the addition of jail beds into the system will allow for a significantly larger inmate population, consistent with classification issues to be housed in the reopened floors of the North Annex Jail. This will include long term commitments under the mandates of sentencing reform and “flash incarceration” strategies.

Additional inmates include (1) those convicted of a felony now sentenced to 16 months, two years or 3 years in county jail in lieu of state prison; (2) the additional number of offenders who are pretrial; (3) violators of post release supervision up to 180 days; (4) violators of state parole up to 180 days; and (5) post release community supervisees sanctioned with “flash Incarceration” of up to 10 days.

AB 109 changes how credits for good time and work time are calculated. This means that inmates will be required to serve 50% of their sentence in custody, minus any credits for time served prior to their sentence as determined by the Court, instead of two-thirds of their sentence, which is the current law. This change may help mitigate, to some degree, the impact of longer sentences being served in the county jails. Further, all post release community supervision revocations and almost all parole revocations will be served locally consistent with the Federal Consent Decree. AB 109 encourages the use of flash incarceration up to 10 days in county jail for post release community offenders who violate their community supervision terms.

The Fresno County Sheriff’s Office is fully committed to providing proper services for inmates serving time in jail for a under the auspices of the legislation and will work with the CCP and all attendant interagency and community provider committees that are

developed to insure that the appropriate service level is met despite limited funding constraints. Expansion of in-custody programming is necessary to maintain safety and offer productive use of free time while incarcerated. Enhancements to jail programming such as substance abuse services and mental health services are considered vital as part of a comprehensive county effort under the legislation. Evidence based assessment will become part of the service delivery system.

The use/expansion of the community/agency resources including education and vocational services will be explored by the Community Corrections Partnership. In addition, evidence based practices in custodial facilities would include gender responsive strategies for the female offending population. It is anticipated that due to the nature of female criminality that the proportion of female offenders in the realignment population will increase and that services should be explored that reflect gender paths to criminality and gender responsivity in the justice system provision of services.

## **Proposed Implementation Plan: Roles and Responsibilities**

### **The Fresno County Probation Department: Post Release Supervision**

The Fresno County Probation Department has been designated by the Fresno County Board of Supervisors as the Supervising County Agency for the Post Release Community Supervision program pursuant to AB 109. The department is now in the position and has the authority to begin receiving information on the inmates that will be released from CDCR to Fresno County and to make the appropriate plans through the CCP for offender supervision once returned to the county. The operational date is October 1, 2011.

As the administrator for the post release offenders, a full range of options for community supervision has been designed by the probation department under an intensive supervision model. Available under proposed community release strategies are home detention with electronic monitoring and GPS, the Adult Day Reporting Center, urinalysis testing, cognitive behavioral interventions, adult offender work program, referrals to a community network of substance abuse and mental health services and residential treatment programs, referral for educational and training programs and “flash incarceration” as necessitated for violation of supervision conditions.

As designated in AB 109 legislation, a post-release supervision cannot exceed a period of three years, however, offenders may be discharged earlier following a period of successful community supervision; any revocations will be served in the county jail for up to 180 days in length. As discussed in the realignment legislation, probation is to supervise under appropriate terms and conditions of probation, consistent with evidence

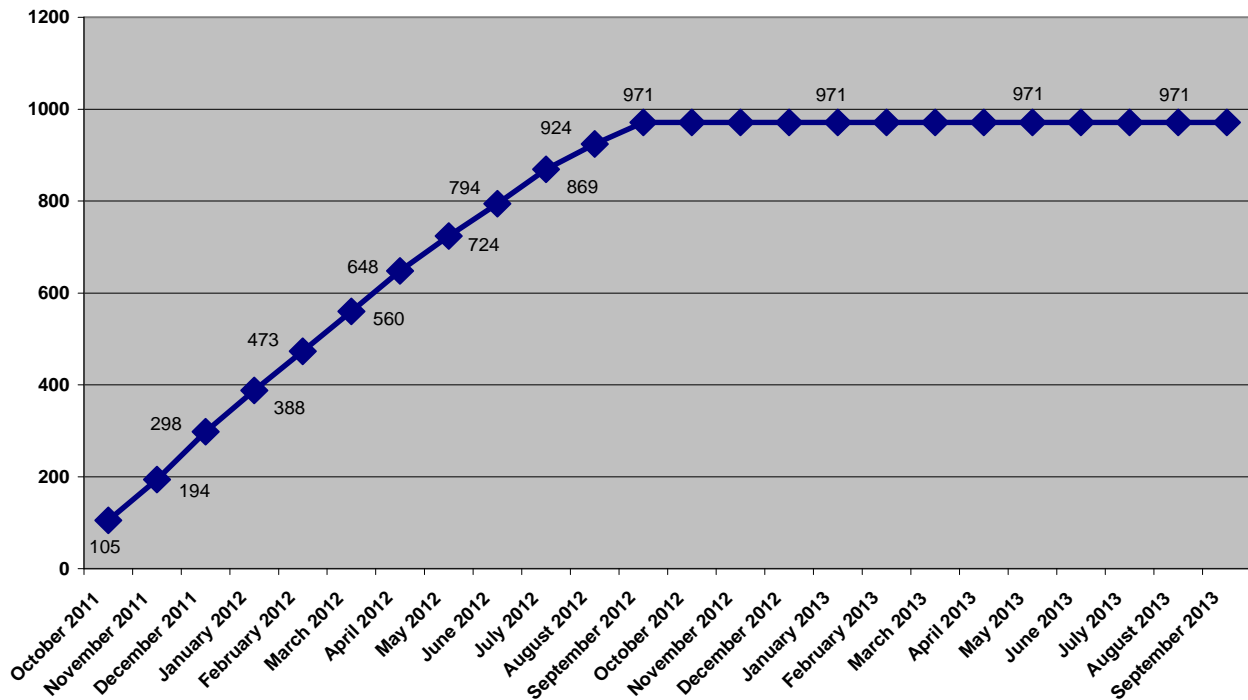


based practices, treatment services and a series of progressive incentives and sanctions.

#### Post Release Supervision Model

A supervision ratio for this population has been set at one deputy probation officer per 50 offenders. The officers and support staff will be located at a site that will facilitate program as well as safety and security. The officers will have full access to the Adult Day Reporting Center. The probation department will transition monthly into a specialized supervision unit with the responsibility of intensive supervision based on the numbers being released from CDCR. It is estimated that an average of two probation officers will be hired each month through June of 2012 in the initial phase. During the initial phase of realignment for post release community supervision, approximately 794 post release supervision offenders will be received in the county from state prison. It is estimated that this population will grow through 2013 to a total of 1598 offenders having been released to the county of Fresno.

### Estimated Postrelease Community Supervision Average Daily Population



Supervision of the post-release population from CDCR by the Fresno County Probation Department is based on the AB 109 legislation that provides for community supervision not to exceed three years and discharge in a minimum of six months if they are successful under the terms of community supervision. Offenders in this population can be revoked for up to 180 days; requiring participation of the Courts, the District Attorney and Defense Council, and any time served must be in the county jail.

In keeping with the legislation, the probation department may impose appropriate sanctions as deemed necessary by the supervising probation officer as approved by the Superior Court. An expanded continuum of sanctions process is being developed by the probation department and a matrix of graduated revocations is also under construction consistent with evidence based practices demonstrated to reduce recidivism. This can and will include resource and referral, treatment, day report center

and up to ten days custodial time “flash incarceration” for violating specific terms and conditions of release.

### Adult Day Reporting Center

The Fresno County Probation Department plans to expand the Adult Day Reporting Center (ADRC) to provide probation services to offenders in the medium-high risk offender category. The Probation Department anticipates that providing additional rehabilitative services to this target group will prove to be the most efficient and cost effective use of resources for the realignment population. The ADRC will be a one-stop center for offender accountability and evidence-based supervision and services. It will provide supportive supervision and treatment services for eligible offenders as identified through assessment.

Once an offender is determined to be eligible through an objective assessment instrument, the probation department will refer the offender to the ADRC, where he/she will be closely monitored and report regularly for drug and alcohol screening and receive intensive case management, substance abuse treatment, life skills, pro-social skill development, career guidance, and job training. The services provided at the ADRC will be designed to break the offender's entrenched criminal behavior through onsite services. The Probation Department fully anticipates that by addressing the gap in service delivery for this offender population, through evidence-based practices at the ADRC, it will be able to significantly reduce levels of recidivism within this population.

Through the auspices of SB 678, the probation department has participated in training and implementation of evidence based practices that influence supervision practices and that have proved effective nationally in reducing recidivism with improved outcomes for offenders. The department has invested significant resources and manpower in the selection and implementation of the STRONG Assessment tool. The data interface for the department has been completed, beta testing is about to begin and the assessment tool will be ready by October 2011. It is the departments plan to use STRONG the

validated risk-needs tool, throughout service provision beginning in the pretrial service arena.

#### Adult Compliance Team (ACT)

Intensive supervision based on offender assessment enjoined with evidence based practices forms the cornerstone of the supervision model. This intensive approach is seen in the formation of an interagency safety alliance with Fresno city and county justice partners that creates an additional level of offender accountability and public safety, the Adult Compliance Team (ACT). The “strike team” concept is used to describe officers dedicated to particular enforcement and safety purposes with an immediate capacity to take action.

At implementation, the Adult Compliance Team will consist of sworn officers from the Fresno County Probation Department, the Fresno County Sheriff’s Department, the Fresno Police Department, the Clovis Police Department and an investigator from the Fresno County District Attorney’s Office. Contingent upon future funding, the team will attempt to add officers from various law enforcement agencies in the county of Fresno.

The purpose of the inter-agency compliance team is to add an additional layer of offender supervision and public safety. This team however is multi-purposed: to enforce conditions of probation; to note trends in the realignment population and to be able to efficiently respond to issues; to provide information and direction for all law enforcement agencies in the county of Fresno and to be the point of contact for dissemination of offender information; to respond rapidly with knowledge and information about the offenders in such case as such emergency situations may arise stemming from this population; and to mitigate the need for custodial services through appropriate early interventions. In addition, the team can provide surveillance and warrant sweeps in conjunction with other law enforcement agencies.

ACT assigned officers will complete all training in relation to evidence based practices including cognitive behavioral therapy and Motivational Interviewing conforming to evidence based decision making capabilities with the development of a matrix of graduated recidivism sanctions.

## **Fresno County Probation Department: Pre-Trial Services**

### **Supervised Honor Release**

Effective October 1, 2011 definition of a felony is amended to include certain crimes that are now punishable in jail for 16 months, 2 years, or 3 years instead of state prison. Some offenses, including serious, violent and some sex-offenses, are excluded and sentences can continue to be served in state prison. This offender population will now serve time locally and is expected to greatly impact the operation of the Fresno County Jail and the provision of services. In addition to the amended legislation, alternative custody is considered for inmates being held in the county jail in lieu of bail. The amended legislation also discussed the use of a range of community based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision.

After a person is arrested and placed in custody, there is an opportunity for the justice system, commensurate with public safety, to determine if conditional release is appropriate. Pretrial service programs interview defendants to gather information: references to verify the community ties and substance abuse or mental health information; investigations into prior criminal history; prior record of appearance in court, and current status with the criminal justice system as to probation and parole histories. Compiling all this information, pretrial services staff then make an assessment of the risks of danger to the community posed by each defendant and use appropriate validated risk/needs assessment tools for information and decision making. Pretrial service officers submit a report risk assessment and a recommendation regarding release to judicial officers. Research has demonstrated that the pretrial release

decision, controlling for all other factors, has the largest impact on the outcome of a case and custodial services. Defendants who are detained are more likely to be sentenced to incarceration, thereby impacting local custodial facilities.

The Fresno County Probation Department operated the SHARP prerelease program from 2007 through 2010 to reduce jail overcrowding while providing services to pretrial offenders. The program was discontinued due to funding. Identified as an evidence based practice, a pretrial services program could greatly enhance the capabilities of the justice system in Fresno to provide for public safety while providing delivering appropriate correctional interventions and referral to a population that has been shown in numerous national studies to benefit from the services. Two deputy probation officers will be assigned to the initial development of a service and accountability based program to supervise pretrial releases. This would include the use of electronic monitoring/GPS and drug testing and could include post-disposition (bridge) and reentry services as well.

Also critical for the pretrial program is the integration of the STRONG risk needs assessment with jail systems. As the probation department strives to develop and implement evidence based practices in pretrial services, the need for appropriate risk needs assessment is required. Through the use of STRONG, the risk needs assessment could be completed at the jail by probation technicians. Following assessment, they could prepare packets with significant information on offenders that support public and victim safety should the offender be considered for supervised release.

In consideration of pre-and post-disposition services, CCP providers and users would benefit from an automated real time treatment and referral system that would save time and money. Utilizing purchased and interfaced software between agencies, the system (PRIME) allows referrals to an 'open seat/open bed' in individual and group settings with treatment providers and within seconds of the referral, availability is known.

Lastly, an evidence based practice that is shown to be effective in pretrial services according is a “reminder service”. The problem of failure to appear (FTA) can be extraordinarily costly, both in terms of the financial cost to local justice systems and the integrity of the judicial process. Each court date missed has a ripple effect throughout the justice system, leading to inefficient use of time and resources that are often already overtaxed. Missed court appearances frequently result in arrest warrants that require justice system resources for processing and serving. Defendants arrested on warrants for FTA often spend more time in local jails when compared to other jail admissions. Missed court appearances impact victims and witnesses that share a stake in the court hearings. Reminding defendants of their court appearances with court date notifications is a pretrial release intervention designed to reduce failure to appear and associated costs. Systems of reminders such as live, automated and mail have been shown to be effective and the pretrial services staff should consider the use of such a system.

As with any effective and comprehensive pretrial services program, the relationship with the criminal court, the probation department, district attorney, public defender and the sheriff’s department must be open and collaborative. All agencies will work together to insure that services are supportive of public safety as well as the offender.

## **Proposed Implementation Plan: Roles and Responsibilities**

### **Treatment and Services Coalition (TASC)**

Central to AB 109 legislative intent and critical to the success of the realignment population is the development and implementation of treatment services that address criminogenic needs. Best practices include a combination of surveillance and treatment for probationers, rather than one or the other alone based on the use of evidence-based practices risk and needs assessment tools. It is known and expected that a significant number of the realignment population have long standing unaddressed substance abuse problems and/or mental health issues that will need to be considered as the CCP plan goes forward. Treatment as part of the offenders' adjustment on probation has long been seen as the avenue to successful completion of probation and a crime free reintegration into the community. Since the majority of offenders and incarcerated populations have serious substance abuse problems, many contemporaneously with mental health issues, treatment and appropriate services must be developed and should be considered a critical risk reduction strategy. It is the recommendation that a Treatment and Services Coalition (TASC) committee be formed to address the outstanding service needs and service gaps that may be identified for this population.



<p style="text-align: center;"><b>Roles and Responsibilities</b> <b>Program Research and Evaluation</b></p>
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An objective and evidence-based study to assess the validity and effectiveness of the justice systems response to and the outcomes for the realignment population is critical to determine if the challenges of crime and justice at the county level, including reduced victimization and recidivism have been appropriately met.

The program evaluation should commence immediately and include a process evaluation to assess the implementation of the strategies and services created and directed to the realignment population. In addition, an outcome evaluation that would measure the impact of the strategies and services created for the offending population in reducing recidivism among the identified population using quantitative research analysis should also be completed.

Qualitative and quantitative data on evidence-based programs are important in corrections. Without effective evidence-based supervision, programs, and services, the system exists without empirical evidence of program effectiveness and compromises its ability to assist those on probation with changing their criminal behavior.

Quality assurance through systematic observation and evaluation of various components of the Fresno County system is a necessity as well. This is in order to assure and maximize the probability that the minimum standards set by the CCP are maintained throughout the system.

# The Public Safety Realignment Act

## AB 109

### Update to 2011 Implementation Plan

### 2013

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## County of Fresno



### *Executive Committee of the Community Corrections Partnership*

Linda Penner, Chief Probation Officer, County of Fresno (Chair)

Sheran Morton, Court Executive Officer, Fresno County Superior Court

Sheriff Margaret Mims, County of Fresno

Elizabeth Egan, District Attorney, County of Fresno

Kenneth Taniguchi, Public Defender, County of Fresno

Jerry Dyer, Chief, Fresno Police Department

Donna Taylor, Director, Behavioral Health, County of Fresno



**AB 109**  
**The Public Safety Realignment Act**  
**Update to the 2011 Implementation Plan**  
**County of Fresno**  
**2013**

**Background**

On August 19, 2011, the Fresno County Community Corrections Partnership (CCP) Executive Committee approved the Public Safety Realignment Act, Assembly Bill (AB) 109 Implementation Plan for 2011. On September 13, 2011 the CCP moved the Implementation Plan and associated Budget and Salary Resolutions to the Fresno County Board of Supervisors for approval of the plan pursuant to Assembly Bill (AB) 117. On that date, the Implementation Plan and the associated budget and resolutions were approved. The Plan has been operational since that time.

Changes are set to occur in the operation of associated programs in the County of Fresno under the auspices of AB 109. The intended development and implementation of new programs requires an amended and updated plan for Fresno County that has been developed and set for approval by the Community Corrections Partnership (CCP) on March 15, 2013.

In the original legislation under AB 109 in 2011, Section 1230 of the California Penal Code was amended to read "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, Presiding Judge or his or her designee, and the department representative listed in either section 1230 (b) (2) (G), 1230 (b) (2) (H), or 1230 (b) (2) (J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration.

Consistent with the legislation and local needs and resources, the plan is now undergoing modifications and includes proposals that increase and maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs for public safety.

In keeping with the legislation as to reporting changes in county CCP operational plans and services, this proposal delineates proposed changes and modifications to the original 2011 plan for the County of Fresno.



### **Legislative Mandate History**

The Fresno County Implementation Plan of 2011 follows the legislative mandates and intents as specified in the legislation and identified below. The programs, services and activities have been built both upon the guiding principles stated in the legislation that controls realignment as well as the needs identified through the operation of the program locally.

The Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 5, 2011 in the State of California.

Several mandated changes took place upon the implementation of the law on October 1, 2011:

- (1) AB 109 transferred responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. This population, the Post Release Community Supervision (PRCS) offenders became eligible for county supervision for a period not to exceed 3 years, provided by the county agency designated by that county's Board of Supervisors. In Fresno County, the Fresno County Probation Department has the designated responsibility for PRCS supervision.
- (2) The definition of some felony crimes was revised to include certain crimes that became punishable in jail for 16 months, 2 years, or 3 years instead of state prison, although some offenses, including serious, violent and some sex-offenses, are excluded and sentences can continue to be served in state prison.
- (3) Post Release Community Supervision (PRCS) and state parole revocations are now served in local jails (by law maximum revocation sentence is up to 180 days), with the exception of paroled 'lifers' who have a revocation term of greater than 30 days. The Superior Courts through the implementation of the legislation now hear revocations of Post Release Community Supervision (PRCS) offenders with the Board of Parole Hearings conducting parole violation hearings through July 1, 2013 at which time the Superior Courts will assume responsibility for state parole revocations.
- (4) Changes to custody credits have occurred in which jail inmates are now able to earn four days of credit for every two days served. Time spent on home detention (i.e., electronic monitoring) is credited as time spent in jail custody.
- (5) Penal Code Section 1203.018 now authorizes electronic monitoring for inmates being held in the county jail in lieu of bail. Eligible inmates must first be held in custody for 60 days post-arraignment, 30 days for those charged with misdemeanor offenses or the inmate is appropriate for the program based on a determination by the correctional administrator that the inmate's participation would be consistent with the public safety interests of the community.

(6) Under the authority of the legislation, community based punishment was authorized that allows counties to use a range of community based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision for the identified populations.

### **Changes to 2011 Implementation Plan**

Programs that were approved and funded in the original Implementation Plan of 2011 are ongoing. Due to the additions and changes that have occurred in the operation of AB 109 programming, the updated plan is required for the Community Corrections Partnership (CCP) as well as the attendant budget and salary resolutions that will be reviewed by the Fresno County Board of Supervisors following the approval.

Given the influence in the legislation to utilize evidence based practices and programs through a range of community based services and sanctions, and based on a determination of needs as ascertained through the operation of the AB 109 Programs locally, there are several noteworthy additions and modifications to the approved plan. Changes and additions to the original 2011 plan have been made in the Fresno County Sheriffs' Office, Fresno County Probation Department, the Fresno County Department of Behavioral Health and the Fresno County Department of Public Health.

These changes, additions and modifications are:

- **Jail Transition Unit**
- **Jail Medical Services**
- **Probation Supervision and Referral Services**
- **Behavioral Health Contracts**
- **Adult Compliance Team**
- **Pending RFP's for services**

On January 22, 2013, the CCP solicited and accepted proposals from interested parties for the addition and expansion of services based on identified needs and priorities of the CCP. On February 27, 2013 additional programs for which proposals had been submitted were selected and will further modify the operation of local AB 109 service provision.



Fresno County Sheriff's Office
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With the advent of AB 109 funding it was anticipated that the Fresno County jail would reopen 432 beds in the North Annex Jail which occurred on October 1, 2011. In addition, two additional floors of the jail, both 432 bed pods opened on September 1, 2012 and January 5, 2013 respectively. With the support of CCP funding, this has allowed for the accountability necessary for the foundation of the public safety services provided through realignment.

Fresno County Jail Operations: New Program TJCU

In November of 2012, the Fresno County Sheriff's Office and the Fresno County Probation Department were selected to be part of the national Transition from Jail to Community Initiative (TJC). Through the award the agencies have begun a process to reverse the trend of criminal recidivism in adult correctional populations. Through the provision of evidence based planning, the jail committed to develop jail services and programs that connect to a continuum of community services designed to enhance successful integration. The TJC project has been instrumental in assisting in the development of a transition pod proposed and approved under the auspices of AB 109 funding on February 27, 2013. Through the collective operation of the probation and sheriff's departments, the Transition from Jail to Community Unit (TJCU) unit will be opened in the North Jail housing up to 72 sentenced prisoners and identified through assessments with commitment times of one year or more. The ACTS Jail Assessment model will provide both proxy scoring and criminogenic risk needs score for programming. Evidence based transition services will be developed including education, substance abuse, and community services. The jail will attempt to develop class and program space and will work with the Community and Custody Resources Subcommittee of the CCP to encourage community engagement in the process of building a reentry unit as well as faith based programming. Staff will be cross-trained in cognitive behavioral programming provided by probation including Motivational interviewing and Thinking for a Change. The probation staff will additionally case manage unit offenders and work on the progressive reentry issues including community transition through program phases.

Fresno County Department of Public Health
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Jail Medical Services

Following approval of the Implementation Plan in 2011 and on September 13, 2011 the Department of Public Health requested and received an allocation for medical services. This was later increased due to a higher level of AB 109 inmates in the jail with an additional reserve amount put aside to address future costs. Medical services are mandated by Title 15, Division I of the California Code of regulations. On February 27, 2013 the CCP authorized additional funding for Jail Medical services due to continuing increased costs in the jail.

Although not specifically identified in the original Implementation Plan of 2011, the provision of medical and mental health services in in keeping with the full course treatment aspect of realignment and state mandates for jail medical services.

Fresno County Probation Department
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Post Release Community Supervision offenders in the first year of operation totaled 1,581 individuals who were released to the Fresno County Probation Department for services. Trends noted in the first year of operation and continuing to date are the appreciably higher number of offenders received versus the number projected to be released. Another trend in the offending population is the use of alcohol and drugs with multiple problems related to this substance use, including family conflict, employment, anti-social behavior and new offenses. The need for mental health services was immediately apparent in the PRCS population. Some required inpatient level of care.

The probation department opened the AB 109 'one-stop' offender services office on Winery Avenue in Fresno California. At that location, AB 109 offenders can meet with their probation officers, be referred to the Adult Day Reporting Center on campus, drug test and be referred to needed services there including Workforce Connection.

To address trends in the offending population since the development of the 2011 Implementation Plan the Probation Department has partnered with both the Department of Behavioral Health for Turning Point of Central California, Inc. (Turning Point) treatment services for PRCS offenders and the Fresno County Sheriff's Office for offender services that will occur both in and out of custody.



### Additional Service Provision

Co-located at that location are the mental health and substance abuse services of Turning Point of Central California through contract implemented in 2012 with the Department of Behavioral Health. Turning Point provides both mental health and substance use disorder services at their First Street Center. Turning Point provides a full array of services to include, outpatient mental health and substance use disorder treatment, full services partnership services for severely mental ill clients, residential detoxification and treatment, and sober living housing. The contract with Turning Point was expanded due to the increased need for additional residential beds for offenders.

Fresno County Department of Behavioral Health
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The Implementation Plan of 2011 stated that, "Central to AB 109 legislative intent and critical to the success of the realignment population is the development and implementation of treatment services that address criminogenic needs...It is known and expected that a significant number of the realignment population have long standing unaddressed substance abuse problems and/or mental health issues that will need to be considered as the CCP plan goes forward...Since the majority of offenders and incarcerated populations have serious substance abuse problems, many contemporaneously with mental health issues, treatment and appropriate services must be developed and should be considered a critical risk reduction strategy."

Fresno County Department of Behavioral Health (DBH) was tasked with providing mental health and substance use disorder services for the PRCS population. DBH determined these services would be provided by a community based provider. After going through the county's competitive based process a contract was awarded to Turning Point of Central California.

Turning Point provides both mental health and substance use disorder services at their First Street Center as well as assessments and limited outpatient services at probation's Winery Avenue site. Turning Point provides a full array of services to include, outpatient mental health and substance use disorder treatment, full services partnership services for severely mental ill clients, residential treatment, sober living housing. The contract was expanded on September 11, 2012 due to the increased need for residential and treatment beds for offenders.



Multi-Agency Adult Compliance Team
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The Fresno County Adult Compliance Team (ACT) became operational in November of 2011 and presently consists of two Fresno County Probation Officers, one Fresno City Police Officer, one Clovis City Police Officer, one Fresno County District Attorney Investigator and one Fresno County Sheriff's Sergeant. This team is multi-purposed: to enforce conditions of supervision; to note trends in the realignment population and to be able to efficiently respond to issues; to provide information and direction for all law enforcement agencies in the county of Fresno and to be the point of contact for dissemination of offender information; to respond rapidly with knowledge and information about the offenders in such case as emergency situations may arise stemming from this population as well as the need to mitigate the need for custodial services.

In the Implementation Plan of 2011, there was no provision made for overtime and training costs. On February 27, 2013 the CCP did approve the addition of these costs to the plan.

Pending Contracts
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At the Community Corrections Partnership meeting on February 27, 2013 the CCP approved funding for two additional contracts for offender services in keeping with the intent of the AB 109 legislation that would create, expand and implement community and agency resources for the offending populations.

#### Counseling Services

The first allocation was for in custody, out of custody and pretrial counseling services. The purpose of the contract is to provide services designed to reduce recidivism by targeting behaviors that lead to or continue criminal behavior through the provision of counseling services to identified offenders in the AB 109 population. The contractee would be expected to provide services at the jail and through case managed supervision, at various locations in the county for both PRCS offenders and AB 109 offenders released from the jail. The program would be developed around the identified and assessed needs of the offender and with the direction of a probation officer or case manager in the jail.

### Homeless Offender Services

The needs of the homeless offender are broad and encompass many areas. Collective priorities in our community and literature on evidence based practices support the need for homeless offenders that do not qualify for mental health and substance abuse consideration. The purpose of the contract would be to provide services for unmet needs for those being released from prison (PRCS) the transition pod at the jail including transitional residential housing, those who become homeless while under the supervision of the probation department and those offenders who could qualify for pre-trial release with a requisite residence requirement. In addition services designed to divert offenders from the cycle of incarceration and homelessness through supportive and evidence based programing in conjunction with transitional housing with homeless participants would be a requisite part of the program.

### Employment Assistance

In addition to the above newly approved Request for Proposals, the Community Corrections Partnership has authorized a shift in dedicated monies to an expansion of services for job training and assistance for the AB 109 population. A contract to address and expand job training would allow for on-site assistance on the 'one-stop' center of offenders to coincide with other needed services. The purpose of the contract would be to provide employment services for offenders that have little to no work experience, have difficulty keeping a job, assist with workplace technology and counseling services including substance abuse education and social work services that focus on job retention.

Discussion of Program Operations Since 2011
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### Pretrial Services Program

The Fresno County Probation Pre Trial Services program became operational in September, 2012. At the present time, over 300 offenders have been referred for services based on the Pre Trial Virginia Model of Assessment (VMI) with supervision services that include GPS monitoring and tracking. Assessment services (STRONG) are also being completed on AB 109 supervised offenders as identified in the Implementation Plan.

### Automated Voice Calling (AVC)

The evidence based practice shown to be effective in court processing of offenders is the automated telephonic 'reminder' service as discussed in the original implementation plan became operational in July 2012. Automated calls to defendant's homes providing a court hearing notice as provided by In Touch have attempted over 44, 000 automated voice contacts (AVC) to defendants in Fresno County Courts.



### Sub-Committees to the Community Corrections Partnership

In the Implementation Plan of 2011, one treatment oriented subcommittee was identified for support of the AB 109 plan. Since that time, subcommittees have been formed that focus on the specialized community and offender issues of AB 109 as well as provide collaboration, information and assistance to the CCP.

These standing committees are: Fiscal Review and Audit; Community and Custody Resources; Victim/Mandates; Incarceration and Capacity; Technology; Courts; Research and Evaluation; and the Adult Compliance Team Review Committee. The committee members are present at each CCP meeting and report out on work that has been accomplished in the interim between CCP meetings or on specialized tasks at the direction of the CCP.

### Data Collection

The firm of Owen Research and Evaluation (ORE) was hired by the CCP through contractual agreement to provide the CCP evaluative services as required and approved in the AB 109 Implementation Plan for Fresno County. The overall focus of activity has been to create an objective and evidence based evaluation and quality assurance plan for the county. ORE continues the process and is in the development of an analytic report to compare descriptive data to outcomes which will be completed once the filing data for the county is finalized.

Additional objectives are to assess the effectiveness of the county's implementation plan and the impact on public safety of released offenders from state prison to the supervision and custody of Fresno County; to review the programs as selected and implemented for the most efficient and effective outcomes and to provide information to the CCP that will assist in informed decision making.

### Status of Implementation Plan Programs: 2013

A review of the 2011 Implementation Plan for Fresno County at the present time reveals that programs slated for implementation have been realized and the overall tenure and direction of the CCP has been accomplished. One service for client referral in 'real time' for treatment providers as discussed in the implementation plan was not implemented due to technology issues.

Under the guise of both accountability and evidence based practices and principles consistent with public safety, programs identified for initial implementations have been enacted.

Since inception, the direction and goal of the Fresno County Community Corrections Partnership as established under AB 109, has been the successful implementation of the legislation with the consideration of the unique local issues that may impact offender achievements and public safety. A balanced approach has been struck that affords offender accountability with the development of community corrections fitting the needs and identified correctional issues of this county.

The new modifications and additions to the Fresno County AB 109 operational plan serve the needs of the county. The Community Corrections Partnership of Fresno County is committed to philosophical and operational programs necessary to reduce the crime and recidivism while promoting a reduction in criminal victimization and increased public safety.

# The Public Safety Realignment Act

## AB 109

### Implementation Plan 2014 – 3<sup>rd</sup> Update

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#### County of Fresno



#### **Executive Committee of the Community Corrections Partnership**

Rick Chavez, Chief Probation Officer, (Chair) County of Fresno

Sheran Morton, Fresno County Superior Court

Sheriff Margaret Mims, County of Fresno

Elizabeth Egan, District Attorney, County of Fresno

Elizabeth Diaz, Public Defender, County of Fresno

Jerry Dyer, Chief of Police, City of Fresno

Dawan Utecht, Director, Behavioral Health, County of Fresno



**AB 109  
The Public Safety Realignment Act  
Second Update to the 2011 Implementation Plan  
County of Fresno  
November 2014**

**Background**

In the original legislation under AB 109 in 2011, Section 1230.1 of the California Penal Code was amended to read “Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county’s Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, Presiding Judge or their designee, and one department representative listed in either subparagraph (G) (H) or (J) of paragraph (2) of subdivision (b) of Section 1230 as designated by the County Board of Supervisors for related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless the Board rejects the plan by four – fifths of the Board, in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) Consistent with local needs and resources the plan may include recommendations to maximize the effective investment of criminal justice resources in evidenced-based correctional sanctions and program including, but not limited to: Day Report Centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS Monitoring Programs, victim restitutions programs, counseling Programs, community service programs, educational programs and work training programs.

On August 19, 2011, the Fresno County Community Corrections Partnership (CCP) Executive Committee approved the Public Safety Realignment Act, Assembly Bill (AB) 109 Implementation Plan for 2011. On September 13, 2011 the CCP moved the Implementation Plan and associated Budget and Salary Resolutions to the Fresno County Board of Supervisors for approval of the plan pursuant to Assembly Bill (AB) 117. On that date, the Implementation Plan and the associated budget and resolutions were approved. The Plan has been operational since that time.

**Modifications to 2011 Plan**

Due to the need for modifications of the original plan, in March, 2013 the first amended plan was approved by the CCP and the updated plan and associated budget and salary resolutions moved to the Board of Supervisors and approved in April 2013. In October 2013 the second amended plan was approved by the CCP and moved to the Board of Supervisors with the associated budget and salary resolutions and approved in January 2014.

The plan continues to undergo modifications to increase and maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs for public safety. In keeping with the legislation as to reporting changes in county CCP operational plans and services, this third update to the original plan delineates changes and modifications to the original 2011 plan for the County of Fresno with funding allocations by the CCP on October 1, 2014.

### **Program Changes to 2011 Original Implementation Plan**

Programs that were approved and funded in the original Implementation Plan of 2011 are ongoing and or expanded. Due to the additions and changes that have occurred in the operation of AB 109 programming, a third update to the plan is required for the Community Corrections Partnership (CCP) as well as the attendant budget and salary resolutions that will be reviewed by the Fresno County Board of Supervisors following CCP approval.

Based on a determination of needs as ascertained through the operation of the AB 109 programs locally, and on the presentations made to the Community Corrections Partnership, there are several noteworthy additions and modifications to the 2011 approved plan.

Fresno County Sheriff's Office
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#### **IT Support Position**

Due to increasing workload for various research activities associated with the operation of the AB 109 program, the Sheriff's Office requested an IT support position which was approved to provide custom application development to integrate jail program services data and customize report programming. The Community Corrections Partnership has allocated \$98,011 for this position.

Pending Requests for Proposals (RFPs)
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The Community Corrections Partnership approved funding to move forward with Requests for Proposals for additional contracts for offender services in keeping with the intent of the AB 109 legislation. These allocations create, expand and implement community and agency resources for the identified populations.

#### **Domestic Violence Services**

The purpose of the contract would be to provide both batterers intervention treatment and holistic counseling services for offenders and family members that would reduce recidivism and increase offenders' chances of success in the community as well as improve family functionality. The services could include parenting and anger management classes as well as individual counseling. The contractee would be

expected to provide services through case managed supervision, at various locations in the county for both PRCS and AB 109 offenders released from the jail. The program would be developed around the identified and assessed needs of offenders and with the direction of either a probation officer or case manager in the jail. The Community Corrections Partnership has allocated approximately \$203,725 for this RFP.

### **Adult Compliance Team (ACT)**

Two additional law enforcement officers were funded to be added to the team to include law enforcement agencies from county locations not presently participating on the Adult Compliance Team. The cost approved for the addition of the two county law enforcement officers is \$283,000 per year.

In addition, funding was expanded to provide additional training for officer safety, team tactics and training on current criminal behavioral trends. Funding was increased for training by \$15,000 per year.

### **Re-entry Services**

The Community Corrections Partnership allocated funding for the development of behavioral modification programs and behavioral cognitive therapies to address criminal thinking and de-institutionalizing habits and mindsets of offenders to be delivered in both case managed services in the community and at the jail for realigned populations. The CCP allocated \$276,944 for an RFP for services.

### **Status of Implementation Plan Programs: November 2014**

A review of the 2011 Implementation Plan for Fresno County at the present time reveals that programs slated for implementation have been or are being implemented and the overall tenure and direction of the CCP has been accomplished. Under the guise of both accountability and evidence based practices and principles consistent with public safety, programs identified for initial implementations have been enacted.

Since inception, the direction and goal of the Fresno County Community Corrections Partnership as established under AB 109, has been the successful implementation of the legislation with the consideration of the unique local issues that may impact offender achievements and public safety. A balanced approach has been struck that affords offender accountability with the development of community corrections fitting the needs and identified correctional issues of this county.

The new modifications and additions to the Fresno County AB 109 operational plan serve the needs of the county. The Community Corrections Partnership of Fresno County is committed to philosophical and operational programs necessary to reduce the crime and recidivism while promoting a reduction in criminal victimization and increased public safety.



# The Public Safety Realignment Act

## AB 109

### Implementation Plan 2014 – 2<sup>nd</sup> Update

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## County of Fresno



#### **Executive Committee of the Community Corrections Partnership**

Rick Chavez, Chief Probation Officer, (Chair) County of Fresno

Sheran Morton, [Court Executive Officer](#), Fresno County Superior Court

Sheriff Margaret Mims, County of Fresno

Elizabeth Egan, District Attorney, County of Fresno

Elizabeth Diaz, (Interim) Public Defender, County of Fresno

Jerry Dyer, Chief of Police, City of Fresno

Dawan Utecht, Director, Behavioral Health, County of Fresno



**AB 109  
The Public Safety Realignment Act  
Second Update to the 2011 Implementation Plan  
County of Fresno  
October 2013**

**Background**

In the original legislation under AB 109 in 2011, Section 1230 of the California Penal Code was amended to read “Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county’s Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, Presiding Judge or his or her designee, and the department representative listed in either section 1230 (b) (2) (G), 1230 (b) (2) (H), or 1230 (b) (2) (J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration.

On August 19, 2011, the Fresno County Community Corrections Partnership (CCP) Executive Committee approved the Public Safety Realignment Act, Assembly Bill (AB) 109 Implementation Plan for 2011. On September 13, 2011 the CCP moved the Implementation Plan and associated Budget and Salary Resolutions to the Fresno County Board of Supervisors for approval of the plan pursuant to Assembly Bill (AB) 117. On that date, the Implementation Plan and the associated budget and resolutions were approved. The Plan has been operational since that time.

Again on March 15, 2013, the Community Corrections Partnership approved an update to its existing plan and April 23, 2013, the Plan Update and associated Budget and Salary Resolutions were moved to the Fresno County Board of Supervisors which were approved. In a budget workshop on October 1, 2013 the CCP accepted proposals for modifications to the Plan and on October 15, 2013, the CCP approved funding for the proposals consistent with the original intent of the legislation and the Fresno County Plan.

The plan continues to undergo modifications to increase and maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs for public safety. In keeping with the legislation as to reporting changes in county CCP operational plans and services, this second update to the original plan delineates changes and modifications to the original 2011 plan for the County of Fresno as approved by the CCP on October 15, 2013.

## **Changes to 2011 Original Implementation Plan**

Programs that were approved and funded in the original Implementation Plan of 2011 are ongoing. Due to the additions and changes that have occurred in the operation of AB 109 programming, a second update to the plan is required for the Community Corrections Partnership (CCP) as well as the attendant budget and salary resolutions that will be reviewed by the Fresno County Board of Supervisors following CCP approval.

Based on a determination of needs as ascertained through the operation of the AB 109 programs locally, and on the presentations made to the Community Corrections Partnership, there are several noteworthy additions and modifications to the 2011 approved plan.

Fresno County Probation Department
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### **Data Collection and Evaluation Positions**

After 18 months of Realignment in Criminal Justice in California, the need to collect local data at the County level that is consistent, timely and useful data across multiple agencies, systems and contractors has become critical. With the advent of data based decision making and requirements at the state and local level, processes have changed significantly in the area of data and information collection. In addition, the introduction of proposed expansion of research efforts on multi-levels including the PEW-supported Results First Initiative, the Public Policy Institute of California (PPIC) and the Urban Institute, require new methods of data management. It has become apparent that there is a gap in developing high quality data sets for the County and its multiple agencies requiring the data for use in a number of efforts. While the County has contracted for research and data analysis with an outside agency, the need for ongoing institutional management of many levels of data and coordination of data efforts between the agencies is a critical need. Two data positions were needed to meet the growing and continuous needs of public safety realignment: a data manager and a data collector. Two Fresno County approved corresponding positions have been identified; an Information Technology Analyst and a Program Technician.

Data continues to be needed from the following agencies: Adult Probation, APS data base; District Attorney's Office, STAR data processing system; Superior Court, V2 system; County Jail, Offender Track; County Behavioral Health and Private Provider case files. The end product of these systems coordinating with each other would be excel data sheets that allow merging based on unique identifiers for the use of all data reporting requests and agency needs.

The data manager will be responsible for collaborating with research partners and justice agencies to identify and develop data set requirements, contents and schedules. The data manager would work with both County and contract provider partners to obtain requested data. These county partners include Probation, Sheriff's Office (Jail IT), and

the DA's Office, Behavioral Health, the Superior Court and others. Contract providers would include any agency or entity that provides services to the realignment effort. Other critical data manager duties would include: locating missing data, reconciling conflicting data and merging data sets. This person would also work directly with the CCP Research and Evaluation Subcommittee.

Qualifications should include knowledge of realignment and criminal justice and knowledge and extensive experience in diverse data sets with computer, software and statistical skills. The Data Collector position will provide data entry support to overall realignment data efforts. In addition funding was increased for IT consultant services as needed.

Fresno County Sheriff's Office
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### **Jail Records Positions**

With the implementation of AB 109 locally, there was a significant increase in long-term commitments and with them, an influx of legal and judicial documents. The Jail is now the custodian of records for all AB 109 commitments. Processing the commitment packets that are forwarded by the court requires consistency and specialized training. Staff are required to calculate and enter a variety of sentencing adjustments pursuant to Penal Code Sections 4019 and 4019.2. Jail Records is also required to compile PC 969 sentencing reports for the courts. In order to do so, staff must perform a substantial amount of specialized research on each commitment packet file. All of the additional AB109 paperwork and tasks related to processing additional paperwork significantly overtaxed limited resources

The Community Corrections Partnership approved funding for 4 Program Technician positions. The positions are subject to Fresno County Personnel's review of the classifications to be used to address jail records needs that are based on increased workload from AB 109 offenders. The appropriation from the CCP was \$164,000 for the remaining fiscal year and; \$328,000 for a full fiscal years funding.

Pending Requests for Proposals (RFPs)
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At the Community Corrections Partnership meeting on October 15, 2013 the CCP approved funding for two additional contracts for offender services in keeping with the intent of the AB 109 legislation that would create, expand and implement community and agency resources for the offending populations.

### **Domestic Violence Services**

The first allocation was for in custody, out of custody and pretrial counseling services for identified offenders. The purpose of a contract would be to provide holistic counseling services designed to reduce targeting individual behavior of offenders and services to family members that would reduce rec increase offenders' chances of success in the

community as well as improve family functionality. The contractee would be expected to provide services at the jail and through case managed supervision, at various locations in the county for both PRCS offenders and AB 109 offenders released from the jail. The program would be developed around the identified and assessed needs of offenders and with the direction of a probation officer or case manager in the jail. The Community Corrections Partnership has allocated approximately \$400,000 for this RFP.

### **Employment Assistance**

After stable housing, one of the most important components of successful community corrections is employment which was originally described in the AB 109 Implementation Plan of 2011. Research supports that finding employment is a critical step for offenders to reduce recidivism and that employment training is a critical element of rehabilitation.

The purpose of the contract would be to provide employability services for offenders that have little to no work experience, have difficulty keeping a job, assist with workplace technology, employability and job placement services. Ancillary services as to coaching, counseling services including substance abuse education and social work services that focus on pro-social development to increase job retention would also be part of the contract. The Community Corrections Partnership has allocated approximately \$400,000 for this RFP.

### **Discussion of Program Operations since 2011 Data Collection**

The firm of Owen Research and Evaluation (ORE) was hired by the CCP through contractual agreement to provide the CCP evaluative services as required and approved in the AB 109 Implementation Plan for Fresno County. The overall focus of activity has been to create an objective and evidence based evaluation and quality assurance plan for the county. In addition, the introduction of proposed expansion of research efforts on multi-levels including the PEW –supported Results First Initiative, the Public Policy Institute of California (PPIC) and the Urban Institute have required new methods of data management. The First Year Interim Report on AB 109 was released to the CCP in October of 2013 and is available on the Fresno County Probation website.

### **Status of Implementation Plan Programs: Nov, 2013**

A review of the 2011 Implementation Plan for Fresno County at the present time reveals that programs slated for implementation have been realized and the overall tenure and direction of the CCP has been accomplished. Under the guise of both accountability and evidence based practices and principles consistent with public safety, programs identified for initial implementations have been enacted.

Since inception, the direction and goal of the Fresno County Community Corrections Partnership as established under AB 109, has been the successful implementation of the legislation with the consideration of the unique local issues that may impact offender achievements and public safety. A balanced approach has been struck that affords

offender accountability with the development of community corrections fitting the needs and identified correctional issues of this county.

The new modifications and additions to the Fresno County AB 109 operational plan serve the needs of the county. The Community Corrections Partnership of Fresno County is committed to philosophical and operational programs necessary to reduce the crime and recidivism while promoting a reduction in criminal victimization and increased public safety.

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE:       HOSTAGE SITUATIONS  
              FILE: HOSTAGE

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NO: B-130

EFFECTIVE DATE: 12-18-89

REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,  
           12-01-10

APPROVED BY:     Sheriff M. Mims

BY: Assistant Sheriff T. Gattie

AUTHORITY:       California Code of Regulations, Title 15, Section 1029(a)(7)(B) and  
                    Penal Code Section 236.

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PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

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POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

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PROCEDURES:

I.       DEFINITION

**HOSTAGE SITUATION:** any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE:	HOSTAGE SITUATIONS	NO: B-130
	FILE: HOSTAGE	

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II.        NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

- A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).
- B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

III.       DURING NEGOTIATIONS

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
  - 1. Hostage status
  - 2. Incident changes and developments
  - 3. Hostage taker demands
  - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

IV.       HOSTAGE SURVIVAL STRATEGIES

- A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.



FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE:       HOSTAGE SITUATIONS  
FILE: HOSTAGE

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NO: B-130

1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.
2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.
  - a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.
  - b. Be stoic. Maintain an outward face of acceptance of adversity with dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.
  - c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers must make it known that they are in charge.
  - d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
  - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
  - a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
  - b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
  - c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE:       HOSTAGE SITUATIONS  
FILE: HOSTAGE

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NO: B-130

- d. Do not befriend the inmates; such an attempt will likely result in exploitation.
    - e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.
  - 4. Be prepared to be isolated and disoriented.
    - a. Do not talk to other hostages. The hostage takers may think a plot is being formed.
    - b. Develop mind games to stimulate thinking and maintain mental alertness.
  - 5. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.
  - 6. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.
  - 7. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.
- B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.
- C. If there is a chance to escape, the hostage should be certain of their success.
  - 1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
  - 2. Realize that Central Control will not open any doors for anyone.

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

---

TITLE: HOSTAGE SITUATIONS  
FILE: HOSTAGE

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NO: B-130

- D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as *giving life* by simply not taking it. Such hostages often misinterpret a *lack of abuse* as kindness and may develop feelings of appreciation for the perceived benevolence.