

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 9/20/16, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and B.I. Incorporated d/b/a BI Correctional Services, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Adult Day Reporting Center Services and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

The term of this Agreement shall be from October 1st, 2016 through September 30th, 2017. County has the option to extend the term of this agreement three (3) times for a period of one (1) year per extension on the same terms and conditions set forth herein.

The compensation payable to CONTRACTOR hereunder shall not exceed Seventy Thousand Dollars (\$70,000.00) for the term of this Agreement.

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

DEPARTMENT FISCAL REVIEW:

Pamela R. [Signature]
DEPARTMENT HEAD _____ DATE _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 2560

Line Item: 862189

Grant: ☒ Yes ☒ No

Grant No.: AB109 - Community Corrections

CONTRACTOR/COMPANY NAME

By: [Signature]
Loren Grayer, Divisional Vice President

NAME AND ADDRESS OF CONTRACTOR:

B.I. Incorporated d/b/a BI Correctional Services, Inc.

621 NW 53rd Street Suite 700

Boca Raton, FL 33484

COUNTY OF MENDOCINO

By: [Signature] **SEP 20 2016**
DAN GJERDE, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] **SEP 20 2016**
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] **SEP 20 2016**
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE REVIEW:

APPROVAL RECOMMENDED

[Signature]
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from

any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
 - 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
 - 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and

Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

589 Low Gap Road
Ukiah, CA 95482
Attn: Chief Probation Officer

To CONTRACTOR: B.I. Incorporated d/b/a BI Correctional Services, Inc.
621 NW 53rd Street, Suite 700
Boca Raton, FL 33484
ATTN: Contracts Administration

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the

COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Adult Day Reporting Center Services shall not exceed \$70,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such

written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to

continue using the CONTRACTOR Products.

- b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

BI shall operate a Day Reporting Center (DRC) as directed by the COUNTY.

Location:

Mendocino County will provide space for the DRC located in Fort Bragg. The space will be located within a County Probation facility and is provided to BI at no cost. BI will provide anything needed to make the DRC space operational (i.e., furniture, equipment, office supplies, telephones, etc.) and will pay for connectivity such as telephone and internet service. The County will be responsible for all other utilities. BI will also ensure the facility housing the DRC is secure by providing adequate supervision during hours of operation.

Hours of Operation:

Fort Bragg Services will provide 3 days a week. The schedule will accommodate the location and the needs of the participants for group and individual sessions.

Programming:

BI's DRC model is built on evidence-based principles (EBP) distilled from "What Works" research. This research has identified the factors most strongly correlated to criminal behavior. These factors are called criminogenic risks and needs. The criminogenic risk and needs most strongly correlated with re-offending are called "The Central Eight". The top four identified in most studies are:

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

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

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

Assessments:

A risk/needs assessment tool identifies the specific factors contributing to an individual's criminal behavior. The assessment results may include information for the following areas: criminal history; education/employment; family/marital; accommodations; leisure/recreation; companions (anti-social associates); alcohol/drug problems; emotional/personal (behavioral characteristics); and attitudes/orientation (attitudes, values, and beliefs). With this information, case managers create an individualized Behavioral Change Plan targeted to the client's identified criminogenic risks and needs. Not only does this ensure maximum efficiency in the use of resources, but it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase the likelihood of criminal behavior.

BI staff will perform the assessment. In the event Probation has already completed an assessment, they will provide the Static Risk and Offender Needs Guide (STRONG) assessment results to the BI case managers in order to develop Behavior Change Plans with clients.

Our proposed individual Behavioral Change Plans (BCP) seek to reduce the chance of future criminal behavior by changing the client's criminogenic needs. For example, to specifically address anti-social attitudes, a client's BCP may include Moral Recognition Therapy (MRT), which teaches clients how to replace anti-social attitudes with pro-social attitudes.

Behavior Change Plans:

Using the assessment results, the BI case manager identifies and ranks the client's specific criminogenic needs.

The case manager identifies the client's two or three highest criminogenic needs and uses DRC program services and local community resources to address those needs. For example, if one of the client's highest needs is alcohol/drug problems, the case manager may assign the client to the Substance Abuse Education group or Outpatient Substance Abuse Treatment (OSAT) group, require the client to attend an AA/NA group, and/or make other community referral(s).

The BCP also includes responsibility factors, which are barriers that may prevent the client from making progress and strengths that can support the client's successful achievement. Case managers take responsibility factors into account when determining which services and resources will best support the client in achieving program success.

Behavioral goals are stated in positive and supportive language using the acronym SMART (Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe). For example, a behavioral goal may be "achieve and maintain sobriety for three months" and actions may be completing the Substance Abuse Carey Guide during individual cognitive behavioral therapy, attending several AA meetings and choose a program, finding an AA sponsor, etc.

Cognitive Behavioral Treatment:

BI has been providing cognitive behavioral, evidence-based programs for over 15 years, and already has the infrastructure to train, monitor, and support staff in the delivery of cognitive behavioral treatment.

Individual Cognitive Behavioral Therapy:

Each client will meet with his or her assigned case manager once per week for 30 minutes. The client fills out the Outcome Rating Scale (ORS), a self-report instrument that gives the case manager an indication of the client's individual functioning, interpersonal relationships, and social role performance (such as work adjustment). The case manager uses the results to monitor the client's progress, evaluate the effectiveness of treatment, determine if there is a need for further treatment, or investigate why the client is not making progress. Then they take a few minutes to discuss the client's answer to "What is one thing you learned this week in the program?"

In addition to tracking progress, case managers use Carey Guides. Developed by the Care Group, the Carey Guides help corrections professionals by translating evidence-based practices into a series of strategies and short exercises called "15-Minute Tools." One set of Carey Guides provide case managers with strategies for effective case management, and the other set provides short practical exercises for offenders.

At the end of the session, the client completes a Session Rating Scale (SRS). The SRS is a self-completed instrument that assesses the relational bond between the client and case manager, and the degree of agreement between the client and case manager on goals, methods, and overall approach of therapy. It helps the case manager make sure that the client is engaged and therapy is responsive to the client.

Group Cognitive Behavioral Therapy:

BI uses Moral Reconciliation Therapy (MRT) to provide cognitive behavioral therapy in a group setting. MRT is a step-by-step cognitive skills rehabilitation system designed to confront thinking errors. The intent of MRT is to develop moral decision-making strategies in individuals. The system is designed to positively alter how clients think; how they make judgments and decisions about the right and wrong thing to do in situations; and to promote actions and behaviors focused on changing negative relationships.

MRT teaches clients thinking and judgment skills in a systematic group process. Groups use a series of structured exercises and tasks to foster development of higher levels of reasoning, and also addresses other important treatment areas. A BI Case Manager leads this group, which uses the MRT workbook *How to Escape Your Prison*.

Once per week, staff provides a MRT class for low-moderate offenders. These offenders only participate in MRT and do not follow some program.

Each time a client arrives at the DRC, they first report to BI staff, which record the date and time of every check-in. As the client successfully progresses through the program, the number of required check-ins per week decreases.

Breathe Alcohol Testing:

For safety reasons, and to ensure a therapeutic environment, BI requires all clients to take a breath alcohol test every time they report to the DRC. If a test is positive for alcohol:

A BI staff member will immediately notify a pre-designated County contact and follow the pre-specified procedure approved by Mendocino County. No further client activity in terms of group or program participation is permitted for the day. If the alcohol level is high enough, the client may be detained and referred to the appropriate law enforcement agency.

BI staff records the administration and results of all alcohol tests in AccuTrax. If a client refuses to provide a breath sample, that fact is also documented and reported.

Random Drug Testing:

Clients are also subject to a random drug testing. Clients are assigned a word during intake – for example, a client may be given the word “community”. When clients check-in, their assigned word determines if they are required to provide a urine sample that day. If “community” is the designated word when that client reports on a specific day, then that client must provide a urine sample. BI staff can also conduct a urinalysis test at any time at the request of the County. If the drug test detects an illicit substance, a BI staff member will immediately notify the County, and follow pre-established procedures to administer consequences. BI staff records the administration of all drug tests and the results in AccuTrax. If a client refuses to provide a urine sample, that fact is also documented and reported.

Substance Abuse Counseling/Programming:

The Substance Abuse Treatment Therapist may administer the American Society of Addiction Medicine Patient Placement Criteria, Second Edition – Revised (ASAM-PPC-2R) assessment to clients with high need in the area of substance abuse. The ASAM is a nationally recognized instrument that includes objective placement options based on the assessment results. Clients are evaluated on six dimensions: alcohol intoxication and/or withdrawal potential; biomedical conditions and complications; emotional, behavioral, or cognitive conditions and complications; readiness to change; relapse, continued use, or continued problem potential; and recovery environment. Depending on the risk level of each dimension, the client's BCP may include the Outpatient Substance Abuse Education (OSAE) group or the Outpatient Substance Abuse Treatment (OSAT) group, or the Therapist may recommend the client be referred out of the program for inpatient treatment.

Clients with severe substance abuse issues, but who do not require inpatient treatment, may be assigned to both OSAE and OSAT for more intense programming. The Therapist may also schedule more and/or targeted drug testing. These clients will also meet with the Therapist for individual cognitive behavioral therapy and supervision.

Outpatient Substance Abuse Education (OSAE):

The OSAE group meets once per week for 1 ½ hours and uses the Freedom Series workbooks from The Change Companies. The series includes Chemical Dependency, Denial, and Relapse Prevention. If appropriate, the group may also work through the Relationships/Communication, Self-Worth, Family, and First Step workbooks. Clients remain in the group until they have no positive breathalyzers or drug tests for at least six weeks, are working through the journaling requirements, and have participated well in the group.

Outpatient Substance Abuse Treatment (OSAT):

The OSAT group meets twice per week for 1 ½ hours and uses the Recovery Maintenance, Dual Disorders, Family, and Feelings workbooks. The group may work through additional workbooks, depending on individual client needs. Clients remain in this group until they have no positive breathalyzers or drug tests for at least six weeks, are working through the journaling requirements, and have participated well in the group. To complete the program, clients must demonstrate abstinence from substance use and abuse.

Living in Balance:

The DRC uses the LIB curriculum in both the OSAE and OSAT groups. LIB includes a variety of treatment and training sessions that can be used to address specific topics—for example, relapse recovery strategies in OSAT. LIB can be delivered on an individual basis or in group settings. It incorporates relaxation exercises, role-play exercises, discussions, and workbook exercises. The significant use of role-play helps participants actively process personal issues and learn how to cope with everyday stressors. LIB consists of psycho-educational and experiential sessions:

- Psycho-Educational Sessions cover topics such as drug education, relapse prevention, self-help groups, and sexually transmitted diseases.
- Experiential Sessions are designed to enhance the participant's level of functioning in areas of life that are often neglected with prolonged substance use. This includes physical emotional and social well-being; adult education opportunities; vocational

Relapse Prevention:

Relapse prevention is a key component of reentry programming and addresses critical client needs as clients complete the program and move into independent living and decision-making. During Phase III, clients will continue to meet individually with their case manager, and they will complete all steps of MRT. The client develops an Aftercare Behavior Change Plan, which includes a relapse prevention plan, and up to three long-term goals. Each goal includes an action plan. During Aftercare, clients will

meet with their case manager for 30 minutes once per month. The meetings will focus on helping clients work their Aftercare Plan.

Immediate Notification:

As part of the office closing procedure every day, a DRC staff member will email all Mendocino County Probation Officers who have a client assigned to the DRC. The email will include that day's starting and ending active client count; the number of intakes, readmits, clients reactivated from authorized leave; clients placed on authorized leave; clients placed in aftercare; and clients discharged that day. It will also list the names of all clients who did not show up for a scheduled check-in, and clients with a positive breathalyzer and/or drug test.

In addition, DRC staff will notify officers regarding client violations as specified by each officer. For example, if an officer requests immediate notification by phone in the event of a positive drug screen, then a staff member will follow that procedure for clients supervised by that officer. Officers are also involved in any graduated sanctions that may be applied to a client, and are also welcome at the DRC's weekly staffings. Case managers will also communicate frequently with officers by phone and by email on an individual basis.

Referral Services:

The BI case managers will work with local faith-based organizations and community service providers to develop Memoranda of Understanding that specify philosophy, approach, and delivery of evidenced based practices. Based on a client's Behavior Change Plan, the case manager will refer the client to the appropriate community service, and will track the delivery of these services. Clients will be responsible for any charges or fees required for community services.

Community Connections:

The Community Connections program works to match clients with needed services. Local faith-based organizations, service providers, and other community-based organizations visit the facility on a regular basis to present information about food, housing, mentoring, health services, support groups (NA, AA, etc.), education, employment, legal help, drug treatment, and vocational training. Clients also learn about specific job seeking and retention skills, key behaviors for successful reentry and relapse prevention behaviors. After these presentations, there is a question and answer period, and clients can also sign up for services, talk with the providers individually, and set up appointments.

When making referrals to community resources, case managers call the provider contact and set up the initial appointment for the client. The case manager prints out a form for the client that includes the name of the provider, the date and time of the appointment, and directions to the provider. For clients that need transportation, the case manager will provide bus tokens. Case managers also follow up with service providers to confirm that clients attended their appointments and to ensure seamless service delivery.

In addition to referring clients to resources to help address their criminogenic needs, case managers assess clients for basic needs such as food, shelter, and medical attention. The facility has a list of the options available in the community to meet the basic needs a client might have. Our experience shows that when basic needs are met, clients are more likely to remain in compliance with program requirements. Case managers also determine if their clients meet the criteria for any entitlements; (i.e. SSI, welfare, grants, etc.) and will assist clients in obtaining and completing appropriate applications.

Data Collection/Quality Assurance:

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

Accurate and detailed documentation is crucial to tracking program performance and outcomes. Therefore, for each program, BI establishes data collection procedures to ensure that staff collect and enter the required data. When a client goes through intake, the client works with staff to fill out the intake paperwork, which includes providing the required data. Not only is the required data part of the forms that the client fills out, staff enters the data into the electronic database, and the BI Program Manager reviews that client's electronic case file after intake to verify that staff collected and entered the required data. The BI Program Manager also performs monthly audits on randomly selected case files to monitor the accurate and complete collection of required data on an ongoing basis. In addition, National Compliance Specialists from the BI corporate office conduct annual audits of the data stored in electronic and hardcopy formats to verify that required program data is collected and correct.

Client and program data is entered and stored in BI's proprietary case management system GEOtrack. GEOtrack is a secure, web-based system that tracks metrics and gives authorized users a real-time view of a client's status and progress in the program. DRC staff enter attendance data, alcohol and drug test results, assessment scores, and case notes for each client. GEOtrack includes numerous pre-defined reports that staff can use to produce statistical reports on one or all clients. BI will provide authorized Mendocino County staff secure access to GEOtrack.

Throughout the DRC's operation, BI case managers collect a variety of basic program metrics called Key Performance Indicators (KPIs). KPIs include data for each client (such as the number of incident reports and infractions, program and group attendance, alcohol and drug test results, etc.), and all KPI data for the DRC is compiled on a weekly basis and then reviewed each week by the program manager, area manager, and regional manager. This level of review further ensures the validity of the program's collected data.

Program Fidelity:

BI uses local and national quality assurance processes to ensure program fidelity as well as intermediate outcomes reports to show positive program impact. In the area of quality assurance, each program manager reviews assessments, treatment plans, case files, and group facilitation to ensure adherence to EBP and program design. The program manager also reviews each office for fidelity to EBP and program design. For intermediate outcomes, we measure program attendance, changes in assessment scores, change in employment, sobriety, housing, and connections to community resources. In addition, BI uses monthly internal quality assurance processes and annual audits to ensure the adherence to program design. Each BI DRC is required to follow the monthly quality assurance process which includes monthly staff meetings and reviews of client assessments, treatment plans, case files, and group facilitations.

BI also has two National Program Compliance Specialists who visit every BI DRC program annually to measure program compliance to contract requirements. These onsite visits include an audit of hardcopy case files of active and terminated clients for all required paperwork, and an audit of electronic case files for all required data. The Program Compliance Specialist also ensures that the monthly internal quality assurance processes are being completed as required.

The Program Compliance Specialist then provides a written report of the results to the appropriate customer representatives and makes recommendations, if needed, to address any identified deficit. This report is also provided to the Area Manager, the Regional Director, and the VP of Reentry and Supervision Services. This team works together and designs Corrective Action Plans to address any deficit area of the reviewed program. Items within the Corrective Action Plan receive ongoing measurement until concerns are resolved.

Reports:

As an integral part of DRC reporting, staff electronically enters all assessment, personal, and program data for each referred client into our GEOtrack case management database. Staff consistently updates this information to reflect individual client progress through the program. This includes assessment results; breathalyzer and urinalysis results; appearance for scheduled activities (check-ins, groups, individual meetings, etc.); case notes, including significant events and staff observations; participation and progress in treatment groups; employment and education status; and

the number of community referrals made. Our comprehensive data collection allows BI staff to provide the County with a variety of reports about the client population, intakes/discharges by type, and changes in assessment scores, etc.

At midnight every day, GEO track generates the scheduled services for the new day and generates violations for required services that were not completed the previous day. Each day, BI staff review the previous day's violations and either confirm or dismiss the violation. Confirmed violations are handled per County direction, and BI staff records the actions taken for all violations. County staff can also use the GEOtrack system to view the contacts BI has had with a specified client, as well as any written violations for that client.

BI will provide a Monthly Progress Report on each client by the 10th of each month, as well as a Discharge Report for any client discharged before graduation.

Staffing/Management Plan:

Staff will be on site in Fort Bragg 3 days per week. Hours and days will be determined by needs of participants and probation.

When providing DRC services, extra care will be taken to ensure that clients receive a high enough dosage of services that support positive behavior change. Our experience has shown that cognitive behavioral therapy and other treatment services yield the best results when accompanied by regular check-ins with program staff. Without this additional dosage, we have seen decreased client attendance and participation, as well as higher client turnover.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1 to 24 Clients	\$5,833 per month
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Contractor shall submit an invoice to the County for payment not less than quarterly.
Invoices shall be submitted to:

Mendocino County Probation Department
Attention: Accounting
589 A Low Gap Road
Ukiah, CA 95482

Payment shall be processed within 30 days of receipt of the invoice and will be mailed to:

B.I. Incorporated d/b/a BI Correctional Services, Inc.
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301
Attn: Ellen Wick

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]