

**RENEWAL AND AMENDMENT NO. 4 OF AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
BEHAVIORAL INTERVENTIONS, INCORPORATED
(Agreement # A-11556)**

WHEREAS, Behavioral Interventions, Inc., DBA The GEO Group, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated November 2, 2009 for the provision of Monterey County Day Reporting Center (MCDRC) project ("AGREEMENT"); and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT previously on December 14, 2010 via AMENDMENT NO. 1, and December 23, 2011 via AMENDMENT NO. 2, and December 12, 2012 via AMENDMENT No. 3; and

WHEREAS, the County and Contractor wish to modify the Agreement for services to extend the term date and increase the PSA amount by \$540,000 through December 31, 2013, for a total agreement amount not to exceed \$3,547,051.

WHEREAS, COUNTY and CONTRACTOR wish to further amend the renewed AGREEMENT to increase the total AGREEMENT financial compensation to continue services to adult offenders participating in the Day Reporting Center;

NOW THEREFORE;

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Item 2, "**PAYMENT BY COUNTY**" of Agreement is amended to read as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set for in this Agreement. The total amount payable by County to CONTRACTOR under Agreement shall not exceed the sum of \$3,547,051."
2. Item 3, "**TERM OF AGREEMENT**" shall be amended by removing "The term of this Agreement is from signing of agreement to September 30, 2012", and replacing it with: "The term of this Agreement is from signing of Agreement through and including December 31, 2013";
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 4 TO AGREEMENT (Agreement # A-11556), and shall continue in full force and effect as set forth in the AGREEMENT;
4. A copy of this RENEWAL AND AMENDMENT NO. 4 shall be attached to the original AGREEMENT dated November 2, 2009.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 4 as follows:

COUNTY OF MONTEREY

Debra Bayard

Debra Bayard / AIS

Contracts/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Dated: *October 15, 2013*

Approved as to Fiscal Provisions:

[Signature]

Deputy Auditor/Controller

Dated: *9/16/13*

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Joan Kimbelle
Deputy County Counsel

Dated: *9/16/13*

CONTRACTOR

By: *[Signature]*

Signature of Chair, President, or Vice-President

Loren Grayer, Divisional Vice President
Printed Name and Title

Dated: *8/28/13*

By: *[Signature]*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

John Bulfin
SVP, Secretary + General Counsel
Printed Name and Title

Dated: *9/28/13*

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

**RENEWAL AND AMENDMENT NO. 3 OF AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
BEHAVIORAL INTERVENTIONS, INCORPORATED
(Agreement # A-11556)**

WHEREAS, Behavioral Interventions, Inc., DBA The GEO Group, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated November 2, 2009 for the provision of Monterey County Day Reporting Center (MCDRC) project ("AGREEMENT"); and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT previously on December 14, 2010 via AMENDMENT NO. 1, and December 23, 2011 via AMENDMENT NO. 2; and

WHEREAS, the County and Contractor wish to modify the Agreement for services to extend the term date and increase the PSA amount by \$990,000 through June 30, 2013, for a total agreement amount not to exceed \$3,007,051.

WHEREAS, COUNTY and CONTRACTOR wish to further amend the renewed AGREEMENT to increase the total AGREEMENT financial compensation to continue services to adult offenders participating in the Day Reporting Center;

NOW THEREFORE;

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

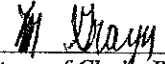
1. Item 2, "**PAYMENT BY COUNTY**" of Agreement is amended to read as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set for in this Agreement. The total amount payable by County to CONTRACTOR under Agreement shall not exceed the sum of \$3,007,051."
2. Item 3, "**TERM OF AGREEMENT**" shall be amended by removing "The term of this Agreement is from signing of agreement to September 30, 2012", and replacing it with: "The term of this Agreement is from signing of Agreement through and including June 30, 2013";
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT (Agreement # A-11556), and shall continue in full force and effect as set forth in the AGREEMENT;
4. A copy of this RENEWAL AND AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated November 2, 2009.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 3 as follows:

COUNTY OF MONTEREY

CONTRACTOR


Contracts/Purchasing Officer

By: 
Signature of Chair, President, or Vice-President

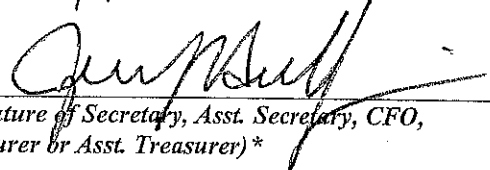
Dated: 12-12-12

Loren Grayer, Divisional Vice President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 11/1/12


Deputy Auditor/Controller

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 11-5-12

John Bultin, Sr. Vice-President + General Counsel
Printed Name and Title

Approved as to Liability Provisions:

Dated: 11/2/12

Risk Management

Dated:

Approved as to Form:


Deputy County Counsel

Dated: 11-15-12

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

**RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
BEHAVIORAL INTERVENTIONS, INCORPORATED
(Agreement # A-11556)**

WHEREAS, Behavioral Interventions, Inc., DBA The GEO Group, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated November 2, 2009 for the provision of Monterey County Day Reporting Center (MCDRC) project ("AGREEMENT"); and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT previously on December 22, 2010 via AMENDMENT NO. 1; and

WHEREAS, the County and Contractor wish to modify the Agreement for services to extend the term date and increase the PSA amount by \$711,451 for the period of December 1, 2011 through September 30, 2012, for a total agreement amount not to exceed \$2,017,051.

WHEREAS, COUNTY and CONTRACTOR wish to further amend the renewed AGREEMENT to increase the total AGREEMENT financial compensation due to a change in the Scope of Work;

NOW THEREFORE;

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Item 2, "**PAYMENT BY COUNTY**" of Agreement is amended to read as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set for in this Agreement. The total amount payable by County to CONTRACTOR under Agreement shall not exceed the sum of \$2,017,051."
2. Item 3, "**TERM OF AGREEMENT**" shall be amended by removing "The term of this Agreement is from signing of agreement to June 30, 2012", and replacing it with: "The term of this Agreement is from signing of Agreement through and including September 30, 2012";
3. "**EXHIBIT C BUDGET NARRATIVE**" shall be replaced with "**EXHIBIT C-1 BUDGET NARRATIVE**" which includes additional services requested by the County. The County shall pay CONTRACTOR in accordance with the payment provisions set forth in the revised Budget Narrative attached hereto as "**EXHIBIT C-1 BUDGET NARRATIVE**";
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT (Agreement # A-11556), and shall continue in full force and effect as set forth in the AGREEMENT;

5. A copy of this RENEWAL AND AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated November 2, 2009.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 2 as follows:

COUNTY OF MONTEREY

CONTRACTOR


Contracts/Purchasing Officer

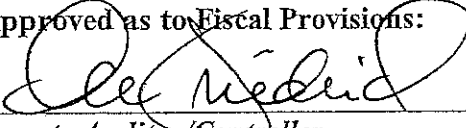
By: 
Signature of Chair, President, or Vice-President

Dated: 12-23-11

Loren Grayev, Divisional Vice President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 11/8/11


Deputy Auditor/Controller

By:
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 11/4/11

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:


Deputy County Counsel

Dated: 11/14/11

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

BUDGET NARRATIVE

The contract with BI will be based on the following:

\$90,000 per month flat rate for a total daily attendance up to 100 participants. If the average daily population exceeds 100 clients, each additional client will be billed at a rate of \$25.00 per day per client.

BI's rate covers all program costs for each participant. The price is billed seven days per week from the day of enrollment to the day of discharge from the program. The rate includes staff salaries and fringe benefits, facility costs, client needs, programming, and quality assurance.

The Agreement shall not exceed the sum of \$ **2,017,051**.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (PSA)

between

**MONTEREY COUNTY PROBATION DEPARTMENT and
BI INCORPORATED**

THIS AMENDMENT NO. 1 to PSA # A-11556 dated November 2, 2009 is made and entered into by and between BI Incorporated, hereinafter called "Contractor", and Monterey County, a political subdivision of the State of California, hereinafter referred to as "County".


WHEREAS, the County and Contractor have heretofore entered into an Professional Services Agreement (PSA) dated November 2, 2009 (hereafter "PSA");

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the PSA, the parties agree as follows:

1. Item 3, **Term of Agreement** is amended to read as follows: "The term of this Agreement is from September 14, 2009 to June 30, 2012."
2. Except as herein stated, all other terms, provisions and exhibits of the PSA shall remain in full force and effect.
3. A copy of this Amendment shall be attached to the original PSA dated November 2, 2009.

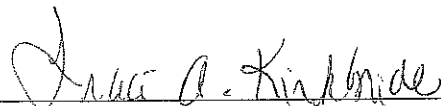
IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year set forth under their respective signatures.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

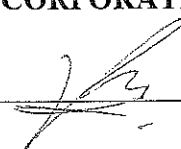
Date: 12-22-10

Approved as to form:

By: 
Deputy County Counsel

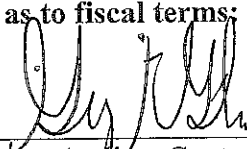
Date: 12/18/10

BI INCORPORATED

By: 

Date: 11/11/10

Approved as to fiscal terms:

By: 
Deputy Auditor-Controller

Date: 12-20-10

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and BI Incorporated,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: **Provide Monterey County Day Reporting Center (MCDRC) project.**

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 1,305,600.00 .
3. **TERM OF AGREEMENT.** The term of this Agreement is from September 14, 2009 to July 31, 2011 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- | | |
|------------------|--|
| Exhibit A | Scope of Services/Payment Provisions |
| Exhibit B | Amendments to Professional Services Agreement |
| Exhibit C | Budget Narrative |

(w/c)

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

~~7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~ (u) c

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **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, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses 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 this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail

coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~ (Mc)

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. ~~County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County,~~

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal

government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Probation Department Manuel Real, Chief Probation Officer	BI incorporated Bruce J. Thacher, President
Name and Title	Name and Title
1422 Natividad Road Salinas, CA 93906	6400 Lookout Road Boulder, CO 80301
Address	Address
(831) 755-3913, Fax (831) 759-7246	(303) 218-1000, Fax (303) 218-1250
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Purchasing Manager

Date: 11-2-09

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]
Deputy County Counsel

Date: 10-15-09

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 10-23-09

Approved as to Liability Provisions

By: [Signature]
Risk Management

Date: 10-23-09

CONTRACTOR

BI INCORPORATED
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

~~W. Bradley Cooper, Vice President and CFO~~
~~Bruce J. Thacher, Chief executive Officer~~

Name and Title

Date: 10/16/2009

By: [Signature]

(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*
Michael E. Hanked, Asst. Secretary

W. Bradley Cooper, Chief Financial Officer

Name and Title

Date: 10/16/2009

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

²Approval by County Counsel is necessary only if changes are made to the standard provisions of the PSA.

NOV 02 2009

CCC

EXHIBIT A

SCOPE OF SERVICES

BI Incorporated
6400 Lookout Road
Boulder, CO 80301
(303) 218-1000 - (phone)
(303) 218-1250 - (fax)

Monterey County Day Reporting Center

Contractor shall establish a Day Reporting Center (DRC) to provide a continuum of intense supervision, monitoring, treatment and educational services for high risk adult participants with the objectives of reducing recidivism and increasing public safety. The DRC must meet local, state and federal guidelines and laws, as applicable. The following are the minimum requirements for the Day Reporting Center:

1. **Day Reporting Center (DRC).** The DRC is intended to provide alternative options for the Probation Department to divert individuals from formal violation of probation proceedings and incarceration. Individuals will be referred by the Probation Department.
2. **Facility Location**
 - 2.1. The DRC facility shall be located and operated in Salinas, California. Contractor is responsible for locating the site, either by lease or ownership.
 - 2.2. Facility shall be on a single site selected by Contractor and approved by the Probation Department. The facility selected by the contractor is subject to final approval by the Probation Department.
 - 2.3. Contractor shall provide County with a copy of an executed lease on an approved facility sufficient to lease the facility through July of 2011.
 - 2.4. Facility shall be of adequate size to accommodate the participant levels, including necessary support services and utilities. Facility should provide private counseling rooms, group meeting areas, classrooms, rest room facilities, reception area, and office space. Contractor will be required to provide all furnishings, fixtures and equipment to operate the facility.
 - 2.5. Facility shall conform to all applicable zoning and building codes, including Americans with Disabilities Act (ADA) requirements.
 - 2.6. Facility shall provide participant programming from 8:00am through 8:00pm Monday through Friday and from 12:00pm – 5:00pm on Saturday and Sundays. The facility will be open seven days a week, 365 days a year.
 - 2.7. Facility shall provide adequate parking for participants with their own transportation.

EXHIBIT A

3. Program Placement

- 3.1. The Monterey County Probation Department will determine which participants will be selected and referred to the DRC.
- 3.2. The Monterey County Probation Department will use best efforts to maintain a minimum average daily population of 51 adults following program startup.
- 3.3. Referrals will be made using a Department approved Referral Form. Referral information should include but are not limited to:
 - 3.3.1. Court Orders
 - 3.3.2. Pre-Sentence Reports
 - 3.3.3. Any available Criminal, Legal, and/or Social History
- 3.4. Referrals must be made to the entire program. Participants may not be referred to portions of the program.
- 3.5. Contractor will notify the appropriate probation representative whether the participant has reported to the DRC as ordered.
- 3.6. Contractor will screen participants referred to the program for acceptability and inform probation staff of the decision for placement within three (3) business days of Contractor's receipt of referral. Any participant placement rejections shall be reported to the appropriate probation department representative.

4. Program Components

- 4.1. The contractor shall provide individualized programming for each participant as required by the participant's risk and needs assessment
 - 4.1.1. Contractor must use a validated assessment tool that is shown to measure for criminogenic risk and need.
 - 4.1.2. Contractor must complete a risk and needs assessment within seven (7) days after the participant's arrival at the DRC.
 - 4.1.3. Contractor must develop a Behavior Change Plan for each participant. This plan must:
 - 4.1.3.1. Address risk, needs, responsivity, and treatment principles.
 - 4.1.3.2. Target identified criminogenic needs.
 - 4.1.3.3. Be reviewed and updated no less than every 60 days.
- 4.2. The Contractor shall ensure that participants maintain daily program contact/activity following an orientation/assessment period.

EXHIBIT A

- 4.3. Case files must be retained for a minimum of three (3) years following a participant's discharge from the DRC. The Contractor is responsible for ensuring case files are maintained.
- 4.4. Contractor must use a recognized cognitive behavioral curriculum.
 - 4.4.1. Contractor's staff must be trained in cognitive curriculum techniques by certified cognitive behavioral trainers.
 - 4.4.2. Contractor must provide documentation upon request of when training occurred and who provided training.
- 4.5. Contractor's staff must be trained in Motivational Interviewing techniques by a qualified trainer. Contract must provide documentation upon request of when training occurred and who provided training.
- 4.6. The Probation Department will supply the Contractor with Drug Testing supplies or reimburse the contractor for the cost of drug testing supplies.
- 4.7. Each participant will participate in a multiple phase program that must incorporate the following:
 - 4.7.1. Orientation and Assessment
 - 4.7.2. Behavior Change Plan
 - 4.7.3. Daily Check-In at the DRC
 - 4.7.4. Breathalyzer Testing for alcohol use
 - 4.7.5. Urinalysis Testing for Drug Use
 - 4.7.6. Substance Abuse Education and Treatment
 - 4.7.7. Anger Management
 - 4.7.8. Domestic Violence
 - 4.7.9. Cognitive and Life Skills Development
 - 4.7.10. Parenting and Family Reintegration
 - 4.7.11. Educational Services / GED Preparation
 - 4.7.12. Budgeting and Money Management
 - 4.7.13. Job Readiness and Job-Search
 - 4.7.14. Referral to other appropriate agencies as needed (i.e., SSI application, Driver's License or California Identification Card, General Assistance, etc).
 - 4.7.15. Discharge Planning
 - 4.7.16. Aftercare

5. Program Phases

Phase I - Intensive Supervision

Phase I will focus on orientation, assessment, and treatment planning. Participants are assigned to Phase I for about 30 - 45 days and report seven days per week. In Phase I, participants will receive breath alcohol testing each time the client checks in at the Center. Phase I participants are also required to take a random drug test once per week. Phase I establishes the program's authority, ensures firm supervision, and sets limits early and often. A major component of breaking self-defeating habits is to have participants experience immediate consequences for their actions as part of the learning process.

EXHIBIT A

Phase II - Intermediate Supervision

When participants demonstrate compliance with program rules and progress in their individualized program plans, they advance to Phase II. During this phase, participants report to the DRC a minimum of five days per week for three to four months until they have fulfilled the requirements for advancing to Phase III. In Phase II, participants are subject to random drug testing twice per month, and must still take a breath alcohol test whenever they enter the Center. Participants who are not verifiable full-time students will be required to hold a satisfactory full or part-time job or vocational training/school placement before progressing to Phase III.

Phase III - Regular Supervision

Participants usually report to the DRC a minimum of three days a week during Phase III. Participants must still take a breath alcohol test whenever they enter the Center, and are subject to random drug testing once per month. Participants remain in Phase III until their discharge and transfer to the Aftercare phase of DRC programming.

Aftercare Phase

Aftercare services address critical client needs that have been demonstrated to decrease criminogenic risk. In Aftercare, client reassessments are utilized to determine which risks exist. Critical Aftercare needs typically include:

- Prosocial family & community support
- Relapse prevention activities
- Prosocial cognitive decision-making
- Education & employment assistance
- Continued alcohol and drug testing

Participants must participate in Aftercare for at least six months after DRC program completion. Participants will meet with the Aftercare case managers once per month during this period. The case manager and participants will review their progress and any problems they may have encountered or currently are experiencing. When participants come to the Center for appointments, they will continue to receive a breath alcohol test and random drug testing.

6. Personnel

6.1. The Contractor shall provide adequate and qualified staff for the overall administration of the program in compliance with County rules, directives and evidence based practices.

6.1.1. Program Manager to be responsible for the overall operation of the DRC.

6.1.2. Case Managers to provide for the supervision and treatment oversight of clients, to coordinate client progress and movement through the program and to maintain continual contact with the supervising county authority.

6.1.3. Client Services Specialists to ensure that at least two (2) staff persons on the facility premises are alert, available and responsive to clients' needs.

6.1.4. Program Specialists to provide treatment, consultation, education classes, employment assistance, assessments, behavior change plans and to address other client needs.

EXHIBIT A

6.2. The contractor will ensure that the staff on site can adequately ensure the security of all staff and participants.

6.3. The staff to participant ratio will be a minimum of 18:1

6.4. The contractor will provide a minimum of 40 hours of training per year for each staff.

6.5. Staffing Plan

6.5.1. The contractor shall maintain a Staffing Plan throughout the term of the contract and updated at least annually. Revisions shall be made whenever a change in staffing demand occurs, subject to the approval of the Probation Department.

6.5.2. The Staffing Plan will address the Contract's ability to maintain full staffing levels of all program components and include the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations.

6.5.3. The Staffing Plan must address contingencies for staffing shortages or other operations emergencies.

6.5.4. Revisions of the Staffing Plan must be approved by the Probation Department prior to implementation.

7. Program Accountability

7.1. Contractor shall produce and provide to County by 1:00pm a roster of all active participants as of 7:00am that day.

7.2. Contractor must maintain a daily attendance log that indicates arrival times of all participants.

7.3. DRC director will provide outcome information as requested by the County in the formats they may request.

7.4. Contractor will report any violations to the probation department within two (2) business days of knowledge of the violation.

8. Evaluation/Participant Monitoring

8.1. The Probation Department shall designate contact persons to meet regularly with the DRC program director for evaluation purposes. The purpose of these meetings will be for the staff to discuss the status and progress of the participants referred to the program.

8.2. Contractor shall provide written monthly reports to the Probation Department detailing number of participants, client names, service dates and schedule of activities, and any other services provided during a given month.

EXHIBIT B

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA)
between
MONTEREY COUNTY PROBATION DEPARTMENT and BI INCORPORATED

THIS AMENDMENT is made to the attached PROFESSIONAL SERVICES AGREEMENT (PSA) for the provision of Monterey County Day Reporting Center Program by and between BI Incorporated, hereinafter "Contractor", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the PSA, the parties agree as follows:

1. Item 3, TERM OF AGREEMENT is amended to read as follows: "The term of this Agreement is from to September 14, 2009 to July 31, 2011, unless sooner terminated pursuant to the terms of this Agreement: The term of this Agreement may be renewed for an additional One (1) year at the end of each fiscal year not to exceed five (5) years, under the terms and conditions then in effect, unless either party gives the other party written notification of intention not to renew no less than sixty (60) days prior to the expiration of the then current term. This Agreement is of no force or effect until signed by both CONTRACTOR and County signing last, and CONTRACTOR may not commence work before County signs this Agreement."
2. Item 7.01, TERMINATION is amended to read as follows: "This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date. If, during the term of this Agreement or any extension thereof, County is unable to appropriate sufficient funds to meet its obligations to CONTRACTOR under this Agreement, such funds are not otherwise available to County for this purpose, and there are no other legal procedures or available funds by or with which such obligations can be met, and such non-appropriation of funds has not resulted from any act or omission within the control of County; or, if the funds appropriated to meet such obligations were granted to County by any agency of the State of California, any federal government agency, or other source and such grant funds are discontinued or otherwise become unavailable to County during the term of the Agreement or any extension thereof, County shall have the right to terminate this Agreement by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination. In the event of such termination, County shall be obligated to CONTRACTOR only for payment of compensation and reimbursement of expenses for services satisfactorily completed or incurred up to the date of such termination. The notice of termination shall include a certification by the County that sufficient funds have not been made available to County to meet County's future obligations under the Agreement. In the event of termination under this Agreement, County shall not enter into a functionally

BUDGET NARRATIVE

The contract with BI Incorporated will be based on the following:

Year One - \$561,000 for 51 daily participants referred by Probation at a rate of \$40 per diem paid by the grant. After the contract execution and Monterey County Day Reporting Center (MCDRC) start-up in the first quarter, it is projected there will be 275 days of program services.

Year Two - \$744,600 for 51 daily participants referred by Probation at a rate of \$40 per diem paid by the grant, for a full 365 days of program services.

BI's per diem rate covers all program costs for each participant. The per diem price is billed seven days per week from the day of enrollment to the day of discharge from the program. The per diem rate includes start up costs, staff salaries and fringe benefits, facility costs, client needs, programming, and quality assurance.

The 60-day implementation by BI includes completion of all necessary activities regarding zoning; facility build out; security issues; communication and telecom; appropriate furniture, equipment and décor; recruiting; training; and policies, procedures and work instructions.

New jobs to be created to staff the MCDRC include Program Manager, Case Managers, Substance Abuse Coordinator, Education/Employment Coordinator, and Client Services Specialist; 2-3 of these positions will be bilingual.

The County anticipates an average daily population of 51 participants following program start-up. The Monterey County Probation Department will use best efforts to identify appropriate cases for referral and refer those individuals to the Day Reporting Center with the objective of maintaining a minimum average daily population of 51 adults following program start-up.