

**AMENDMENT NO. 1 TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
BEHAVIORAL INTERVENTIONS, INCORPORATED
(Agreement #14-828)**

WHEREAS, Behavioral Interventions, Inc., DBA BI Correctional Services, 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 August 8, 2014 for the provision of Monterey County Day Reporting Center (MCDRC) project STANDARD AGREEMENT (SA); and

WHEREAS, County and Contractor wish to modify the SA to extend the term date for six months and increase the total financial compensation by \$521,625;

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

1. Item 2, "PAYMENT PROVISIONS" 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 amount of the six month extension is \$521,625, for a total aggregate amount over the entire term of July 1, 2014 to June 30, 2015 of \$1,043,250."
2. Item 3, "TERM OF AGREEMENT" shall be amended by ^{adding} removing "The term of this Agreement is from July 1, 2014 to December 31, 2014", and is extended for 6 months from January 1, 2015 to June 30, 2015."; JAK
3. Item 4, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS" shall be amended by replacing "Exhibit A" with "Exhibit A-1" reflecting the extended term date.
4. Except as herein stated, all other terms, provisions and exhibits of the SA shall remain in full force and effect.
5. A copy of this AMENDMENT NO.1 shall be attached to the original SA dated August 8, 2014.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY

CONTRACTOR

Contracts/Purchasing Officer

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

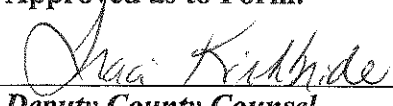
Dated: _____

Loren Grayzer, Vice President
Printed Name and Title

Approved as to Fiscal Provisions:

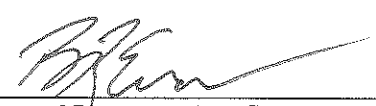

Deputy Auditor/Controller

Dated: 12-1-14

Approved as to Form:

Deputy County Counsel

Dated: 11-26-14

Dated: _____

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

Brian Evans, Senior Vice President & CFO
Printed Name and Title

Dated: 11/21/2014

*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.

EXHIBITA-1
To
Standard Agreement
by and between
Probation Department, hereinafter referred to as "COUNTY"
AND

B.I. Incorporated, dba B.I. Correctional Services, Inc., hereinafter referred
to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

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 and California Department of Corrections and Rehabilitation (CDCR) to divert individuals from formal violation of probation proceedings and incarceration. Individuals will be referred by the Probation Department and by the local parole office.
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 June 30, 2015.
 - 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 closed on all County holidays as observed by Monterey County.
- 2.7. Facility shall provide adequate parking for participants with their own transportation.

3. Program Placement

- 3.1. The Monterey County Probation Department will subcontract with CDCR to allow up to 30 parolees to attend the DRC at any given time.
- 3.2. The Agreement for services with Behavioral Interventions regarding services at the Monterey County DRC shall remain exclusively the subject of this Agreement between BI and the Monterey County Probation Department. BI shall not contract directly with CDCR for services at the Monterey County DRC.
- 3.3. The Monterey County Probation Department and/or CDCR will determine which participants will be selected and referred to the DRC.
- 3.4. The Monterey County Probation Department will use best efforts to maintain a minimum average daily population of 100 adults following program startup.
- 3.5. Referrals will be made using a Department approved Referral Form. Referral information should include but are not limited to:
 - 3.5.1. Court Orders
 - 3.5.2. Pre-Sentence Reports
 - 3.5.3. Any available Criminal, Legal, and/or Social History
- 3.6. Referrals must be made to the entire program. Participants may not be referred to portions of the program.
- 3.7. Contractor will notify the appropriate Probation and Parole representative whether the participant has reported to the DRC as ordered.
- 3.8. 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 Parole and 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.
- 4.3. Case files must be retained for a minimum of three (3) years following an 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. Each participant will participate in a multiple phase program that may incorporate the following:
 - 4.6.1. Orientation and Assessment
 - 4.6.2. Behavior Change Plan
 - 4.6.3. Daily Check-In at the DRC
 - 4.6.4. Breathalyzer Testing for alcohol use
 - 4.6.5. Urinalysis Testing for Drug Use
 - 4.6.6. Substance Abuse Education and Treatment
 - 4.6.7. Anger Management

- 4.6.8. Cognitive and Life Skills Development
- 4.6.9. Parenting and Family Reintegration
- 4.6.10. Educational Services / GED Preparation
- 4.6.11. Budgeting and Money Management
- 4.6.12. Job Readiness and Job-Search
- 4.6.13. Referral to other appropriate agencies as needed (i.e., SSI application, Driver's License or California Identification Card, General Assistance, etc).
- 4.6.14. Discharge Planning
- 4.6.15 Aftercare

5. Program Phases

Phase I - Intensive Supervision

Phase I will focus on orientation, assessment, and treatment planning. Participants are assigned to Phase I Reports 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.

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 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. Participating 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.

- 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 Program Manager 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.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$521,625 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

The contract with BI will be based on the following:

Number of Clients	Per Diem Rate
0-55 Clients	\$50,187.50 per month
56-75 Clients	\$30 per client per day additional
76-100 Clients	\$25 per client per day additional
> 100 Clients	\$15 per client per day additional

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 \$521,625 from January 1, 2015 to June 30, 2015.

NOTE: All fees and costs stated herein shall include all applicable tax.

B.2 CONTRACTORS BILLING PROCEDURES

Contractor shall invoice County monthly. Contractor shall submit a monthly claim for payment, with back-up documentation, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the grant terms and conditions and may cause reimbursement to be delayed or denied. Expenses may only be incurred prior to June 30, 2015.

If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.