

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND  
GEO Reentry Services, LLC, a wholly owned subsidiary of The GEO Group, Inc.**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and GEO Reentry Services, LLC, a wholly owned subsidiary of The Geo Group, Inc., hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (**RFP # 10504**) for the Adult Day Reporting Center, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10504 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10504. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix  
RFP #10504 dated November 4, 2014, including all attachments and exhibits  
CONTRACTOR'S Proposal dated November 4, 2014  
Certificate of Insurance  
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP #10504 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 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.
- 1.4 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.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT. Any person serving in the classification/title of Substance Abuse Counselor must, at a minimum, be a Registered Addiction Specialist and have current Certification in accord with State of California Code of Regulations (CCR) Title 9, Division 4, Chapter 8, Sections 13000, *et seq*
- 1.5 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.

## **2.0 SCOPE OF SERVICE**

- 2.1 To provide an Adult Day Reporting Center services as described in ATTACHMENT A.
- 2.2 Specific services and staff as outlined in ATTACHMENT A.

## **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of this AGREEMENT through and including June 30, 2018, with the option to extend this AGREEMENT for two (2) additional one (1) year periods.
- 3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Rates shall remain firm throughout the initial term of this AGREEMENT. Negotiations for subsequent changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Tax:
  - 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **5.0 INVOICES AND PURCHASE ORDERS**

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County of Monterey Probation Department at the following address:

Probation Department, Finance  
20 East Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901
- 5.2 CONTRACTOR shall reference the RFP/RFQ and AGREEMENT numbers on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment approved by the Board of Supervisors.

## 6.0 STANDARD INDEMNIFICATION

6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of 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. Notwithstanding any other provision of this Agreement, CONTRACTOR's obligation to indemnify and hold harmless County shall survive the termination or expiration of the AGREEMENT for a term to include the applicable statute of limitations related to the CONTRACTOR's performance pursuant to the AGREEMENT.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

### 7.2 Qualifying Insurers: All coverages, 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 County's Purchasing Officer.

### 7.3 Insurance Coverage Requirements:

7.3.1 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:

7.3.1.1 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.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, nonowned, 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.

7.3.3 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.

7.3.4 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, 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.

### 7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.

- 7.4.2 Each liability policy shall provide that 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.
- 7.4.3 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.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 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.

## **8.0 RECORDS AND CONFIDENTIALITY**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

## **9.0 NON-DISCRIMINATION**

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 10.1 Independent CONTRACTOR: CONTRACTOR is an independent CONTRACTOR and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

## **11.0 CONFLICT OF INTEREST**

- 11.1 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. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**



- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### **13.0 DRUG FREE WORKPLACE**

- 13.1 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 shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

### **14.0 TIME OF ESSENCE**

- 14.1 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.

### **15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH**

- 15.1 Assurance of Performance: If at any time County believes 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 ten (10) 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. If County accepts the plan it shall issue a signed waiver.

15.1.1 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.

## **16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

## **17.0 DEBARMENT AND SUSPENSION**

By signing this AGREEMENT CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations, including but not limited to Title 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

By signing this AGREEMENT, CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

## **18.0 FORCE MAJEURE**

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## **19.0 BACKGROUND CHECKS**

CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel performing services pursuant to this AGREEMENT that are deemed restricted or high security, including the handling of ALL documents or information.

The Probation Department will perform the California State level criminal background check(s) which must be completed and accepted to the satisfaction of the Probation Department prior to any personnel being allowed to provide services under this AGREEMENT. CONTRACTOR may be responsible for the cost of these background check(s). All CONTRACTOR personnel who are designated to provide services under this AGREEMENT are required to undergo fingerprinting at CONTRACTORS cost.

## 20.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

**TO CONTRACTOR:**

GEO Reentry Services LLC  
6400 Lookout Road  
Boulder, CO 80301  
Attention: Loren Grayer, Vice President  
Tel. No. (303) 218-1250  
FAX No. (303) 218-1000  
[lgrayer@geogroup.com](mailto:lgrayer@geogroup.com)

**With copy to:**

Probation Department  
20 East Alisal Street  
Salinas, CA 93901  
Tel. No.: (831) 755-3911  
FAX No.: (831) 759-7246  
[parsonsm@co.monterey.ca.us](mailto:parsonsm@co.monterey.ca.us)

**With copy to:**

The GEO Group, Inc.  
Attention: Contract Administration Dept.  
621 NW 53rd Street, Suite 700  
Boca Raton, FL 33487  
Tel. No. (866) 301-4436  
FAX No. (561) 443-1833

## 21.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

[Signatures on next page]

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President or Vice-President  
**AMBER D. MARTIN**

**Executive VP Contract Administration**

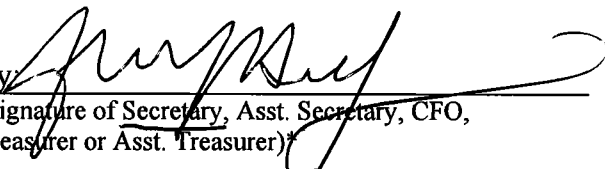
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Dated:

\_\_\_\_\_  
Printed Name and Title  
**The Geo Group, Inc.**

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Dated: **May 5, 2015**

  
\_\_\_\_\_  
Deputy Auditor/Controller

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

\_\_\_\_\_  
Dated: **5/2/15**

**John Bulfin, Sr. Vice President Gen. Counsel**

\_\_\_\_\_  
Printed Name and Title **Secretary**

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Dated: **May 5, 2015**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated:

*Approved as to Form:*

  
\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated: **5/20/15**

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.

## **ATTACHMENTS**

## ATTACHMENT A

### 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 and manage a Day Reporting Center (DRC) that provides 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:

- **Day Reporting Center (DRC).** The DRC provides alternative options for the Probation Department and California Department of Corrections and Rehabilitation (CDCR) to divert individuals from formal violation proceedings and incarceration as described below; PROGRAM COMPONENTS. Individuals will be referred by the Probation Department and by the local parole office.

### B. PROGRAM COMPONENTS

#### 1. Evidence-Based Practices and Programs

One of the legislative intents of AB 109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. Correctly assessing the needs of this offender population and then providing appropriate services are primary to addressing public safety and recidivism concerns in Monterey County. The DRC will offer a variety of validated Evidence-Based Programs.

#### 2. Populations To Be Served

The population to be served by the Day Reporting Center is comprised of adult offenders countywide under Monterey County supervision for Probation, Post-Release Community Supervision (PRCS) and Mandatory Supervision, and under State Parole supervision, who have been assessed at moderate/high-risk for recidivism. The Monterey County Probation Department will subcontract with CDCR to allow up to 30 parolees to attend the DRC at any given time in addition to Probation's clients.

#### 3. Program Placement

- a. Referrals for the DRC will be made by: a) Probation staff and b) by State Parole. This will be an intensive program to provide additional structure and assistance beyond standard supervision of the offender. Offenders shall be served in a way that reduces the likelihood that they will be incarcerated in the future.



- b. CONTRACTOR shall not contract directly with CDCR for services at the Monterey County DRC.
- c. Referrals by Probation will be made using a Probation Department approved Referral Form.
- d. Referrals must be made to the entire program. Participants may not be referred to portions of the program.
- e. CONTRACTOR will notify the appropriate Probation or Parole representative whether the participant has reported to the DRC as directed.
- f. 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 for discussion and confirmation.

**4. Location**

- a. The CONTRACTOR site for the DRC is located at 427 Pajaro Street, Salinas, CA 93901. The CONTRACTOR is responsible for all bills associated with the property, i.e. electric, water, sewer, phone, internet access, etc. The CONTRACTOR is responsible for providing everything else needed to make the space operational, i.e., furniture, equipment, supplies, telephones, etc. The CONTRACTOR ensures the DRC facility is secure by providing adequate supervision during hours of operation.
- b. The CONTRACTOR shall own or hold the lease on the DRC service site until June 30, 2018. The service site shall meet all code requirements, including public health, fire marshal, and ADA compliance regulations.
- c. The CONTRACTOR shall provide a copy of the executed lease on the approved facility within two weeks of County approval of Agreement.

**6. Hours of Operation**

Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m. and Saturdays and Sundays, 12 Noon to 5:00 p.m., including holidays.

**7. Capacity**

The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for participants, to a maximum of one hundred (100) to be able to accommodate increases in population with the potential for growth in the future.

**8. Program Length and Service Dosage**

The DRC shall provide monitoring and treatment services seven (7) days a week, with office hours, and by offering groups on Saturdays and Sundays in addition to weekday morning and evening groups that can accommodate the work and school schedules of the clientele, as well as the schedules of the participants with childcare challenges. The overall length of the program is approximately one year, using a targeted number of days for each phase as follows: Phase I: 45 days, Phase II: 60-90 days, Phase III: 45-60 days and Aftercare: 3 to 6 months or as determined by the CONTRACTOR and the COUNTY based on assessed need.

In accordance with the principles of Evidence Based Practices (EBP), the program will provide the appropriate dosage, duration, and intensity of programming services, pro-social structure, and supervision according to assessed level of recidivism risk.

**9. Transportation**

- a. The CONTRACTOR shall provide bus passes or bus token assistance for each DRC participant who needs access to public transportation.
- b. The CONTRACTOR shall provide supervised shuttle service in the Monterey South County area to ensure participants have transportation to and from the facility. Shuttle service will operate Monday through Friday 7AM to 2PM. The shuttle will also be available for use for other community service engagements, job interviews, and other scheduled appointments within the Salinas area based on assessed need as determined by the CONTRACTOR and the COUNTY.
- c. The CONTRACTOR will provide the vehicle drivers and be responsible for vehicle fuel, maintenance, insurance, and all things related to the operation of this shuttle service.

**10. General Requirements**

The CONTRACTOR shall:

- a. Possess and maintain a working knowledge of the current best practices in the field of offender supervision and a comprehensive understanding of the issues related to recidivism.
- b. Maintain professional relationships with law enforcement and other Monterey County community-based offender rehabilitation organizations and programs.
- c. Outline staffing and qualifications for the program, with sufficient personnel who are qualified to provide the program components and maintain the minimum administrative, counseling, or teaching credentials and state certification requirements for providing any such applicable service components.
- d. Provide training to staff on cognitive curriculum techniques by certified cognitive behavioral trainers.
- e. Provide training to staff in Motivational Interviewing techniques by a qualified trainer.
- f. Provide a minimum of 10 hours annually of on-going training on cognitive behavioral curriculum.
- g. Allow Monterey County staff to participate in DRC staff training.
- h. Meet regularly with Probation and Parole staff to discuss cases in order to aid in each offender's success.

- i. Provide a program plan to include orientation, risk and need assessment, and individualized case plan.
- j. Develop a plan for implementation of sanctions and incentives for the program.
- k. Notify the Probation Department and State Parole daily of attendance.
- l. Conduct daily screening for the use of alcohol to ensure the offenders are sober while participating in the program.
- m. Create and update, as needed, a resource list in order to make referrals and facilitate access to appropriate services.
- n. Assist DRC participants who have transportation barriers in order to facilitate their program attendance and participation regularly.
- o. Provide services to offenders that are responsive to meet the needs of both male and female offenders as well as effectively meet the needs of those varying cultural and ethnic backgrounds, languages, and sexual orientations. This includes having the ability to address the needs of persons with limited English language skills.
- p. Assist with the special education and other learning needs of offenders, as needed.

**11. Programming Requirements**

- a. The Day Reporting Center will be a multi-disciplinary program with services that target individual dynamic and criminogenic factors such as substance abuse, employment, education, anti-social peer associations, problem-solving, and self-control, while assisting participants' reentry into their respective communities and family systems.
- b. Services will include:
  - i. Orientation and Assessment
  - ii. Individualized Case Plan
  - iii. Daily Check-In at the DRC
  - iv. Breathalyzer Testing for alcohol use
  - v. Urinalysis Testing for Drug Use
  - vi. Substance Abuse Education and Treatment
  - vii. Anger Management
  - viii. Cognitive and Life Skills Development
  - ix. Parenting and Family Reintegration
  - x. Educational Services / GED Assistance
  - xi. Budgeting and Money Management
  - xii. Job Skills Training/ Placement
  - xiii. Parenting Skills
  - xiv. Referral to other appropriate agencies as needed (i.e., SSI

application, Driver's License or California Identification Card, General Assistance, etc).

xv. Discharge Planning

xvi. Aftercare

- c. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, and family and parenting counseling as applicable.
- d. Programming provided at the DRC must use evidence-based cognitive behavior interventions, address criminogenic needs, and be designed to reduce recidivism. Contractors must demonstrate a comprehensive understanding of these concepts. Interested Contractors responding to the RFP shall propose the curriculum and programming to be provided in the DRC, and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.
- e. **Assessment and Individualized Case Plan**  
The CONTRACTOR shall utilize a validated risk and need assessment tool and generate an individualized case plan for each program participant based the assessment
- f. **Daily Check-ins**  
CONTRACTOR shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the CONTRACTOR. Initial daily check-ins will be in person.
- g. **Random Drug Testing**  
Random drug testing shall include at a minimum both urine and breathalyzer testing. CONTRACTOR shall have in place a plan/procedure and how positive tests will be handled, including what type of sanctions/treatment plan modifications will be done to address positive tests.
- h. **Substance Abuse Counseling/Programming**  
Programming provided must be evidence-based and designed to reduce recidivism. Alcohol and drug services such as education, prevention, and early intervention services shall be provided at the DRC. CONTRACTOR shall serve clients that may need alcohol and drug intervention (at all treatment levels, except residential).  
  
The CONTRACTOR will partner with the Behavioral Health Bureau of the Health Department to identify DRC participants eligible for substance abuse and mental health benefits (i.e. SSI, SSDI, etc.).
- i. **Anger Management**  
CONTRACTOR shall provide evidence-based programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors.

- j. **Family/Parenting Counseling**  
CONTRACTOR shall provide evidence-based strategies for incorporating marriage/family/parenting counseling in addressing the participant's criminogenic needs.
- k. **Job Skills Training/Placement**  
CONTRACTOR shall provide job skills training/placement programming. Contractor shall employ a variety of resources in order to transition program participants into long-term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, résumé writing; skill development, and job placement.
- l. **Educational Services/GED Assistance**  
CONTRACTOR shall provide educational/GED assistance services to increase the offenders' functional literacy and education. There shall be an onsite computer lab that will be utilized as a resource center for clients and as a classroom for courses.
- m. **Cognitive and Life Skills Development**  
CONTRACTOR shall provide curriculum designed to encourage offenders to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.
- n. **Parenting Skills**  
CONTRACTOR shall provide parents with easy to learn techniques and logical strategies for successful parenting.
- o. **Relapse Prevention**  
CONTRACTOR shall provide relapse prevention programming designed to maintain a law abiding lifestyle, including Aftercare.
- p. **Referral Services**  
The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.
- q. **Immediate Notification**  
DRC staff shall notify Probation and Parole by the end of the next regular business day following any incident or problem that would jeopardize public safety or the offender's continuation in the DRC program. Notice shall be delivered via email to the assigned supervising probation officer or parole agent and his/her supervisor or any person apparently in charge of the office. Problems shall include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk.

13. **PROGRAM PHASES AND AVERAGE LENGTH OF TIME**

Phase I - Intensive Supervision; 45 days

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

Phase II - Intermediate Supervision; 60-90 days

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; 45-60 days

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; 3 to 6 months

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:

- i. Prosocial family & community support
- ii. Relapse prevention activities
- iii. Prosocial cognitive decision-making
- iv. Education & employment assistance
- v. Continued alcohol and drug testing

Participants must participate in Aftercare 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.

14. PERFORMANCE OUTCOMES AND EVALUATION

Contractor shall provide data collection and quality assurance process to generate outcome measures.

**A. Program Outcome Measures**

Contractor shall track the dosage of services administered, as well as the assessment scores upon entry vs. exit of the program. Contractor shall track the number of clients served annually.

A.1. Performance measures might include, but not be limited to:

- i. Rates of completion by phase or milestone.
- ii. Percent of Offenders completed dosage required according to risk level.
- iii. Percent of offenders with no new convictions one year after start of program participation. Participation will be defined as a minimum of 30 days of attendance.
- iv. Percent of offenders who gained/maintained employment while in the program.
- v. Percent of offenders with negative drug test while in the program.

A.2 Third Party Evaluations shall be coordinated with the DRC to annually evaluate how well the DRC employs best practices. Results and suggestions will be shared with the County to keep us abreast of current trends in service delivery, recognize areas in need of improvement, and help identify corrective actions.

**15. Reporting Requirements**

The Contractor will submit routine reports, included but not limited to:

a. Daily statistical report

- i. Maintain a daily attendance log that includes the time of arrival of all participants.
- ii. Results of daily alcohol screening.

b. Monthly Progress Report

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

- i. Result of most recent assessment and individualized case plan;
- ii. Services participant received;
- iii. Staff assessment of treatment progress; and
- iv. Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.

c. Discharge Report

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

- i. Name and Date of Birth;
- ii. History in the DRC, including compliance and non-compliance within the various program components;
- iii. Phase at time of discharge (if applicable); and
- iv. Date of termination and reason.

**16. Management Plan and Staffing**

<b><u>Classification/Title</u></b>	<b><u>Full-Time Equivalent (FTE)</u></b>
Program Manager	1
Supervising Case Manager	1
Education/Employment Coordinator	1
Case Manager	2
Substance Abuse Counselor*	1
Client Services Specialist /Drivers	3.5

Licenses required: Any person serving in the Classification/Title of Substance Abuse Counselor must, at a minimum, be a Registered Addiction Specialist and have current Certification in accord with State of California Code of Regulations (CCR) Title 9, Division 4, Chapter 8, Sections 13000, *et seq*

**17. Background Clearance**

- a. Employees of the CONTRACTOR shall complete a Live Scan a minimum of four (4) weeks in advance of the employment date. Result of the Live Scan shall be provided to the Probation Department to complete the required background check. Cost of the Live Scan shall be at the Contractor's expense.
- b. Final clearance will not be granted until the results of the Live Scan are received and the Probation Department has final approval for clearance. The Probation Department has the authority to terminate the agreement immediately should a threat to security of confidential criminal offender records, probation file information, court records, etc. is identified.
- c. Criteria for approval or denial include but are not limited to:
  - i. No arrests or convictions during the past three years.
  - ii. Not currently a felon under Parole or Probation or under any supervision as a result of criminal conduct.



- iii. Not required to register per Penal Code Section 290, and/or Penal Code Section 451.
- iv. No conviction history involving a serious or violent felony as defined in Penal Code Section 1192.7(c) or 667.5(c).
- v. Ex-offenders may be required to provide written evidence of successful completion of probation or parole.

**C. MANAGEMENT/PERSONNEL ISSUES**

The management of this Agreement is of particular importance to the COUNTY and the Probation Department. Accordingly, CONTRACTOR, consistent with applicable law, shall inform the Office of the Chief of Probation within two (2) business days of any personnel issues which would reasonably be expected to undermine the integrity of the Monterey County Day Reporting Center. Personnel issues shall include but not be limited to: any change in management level personnel and/or the initiation of disciplinary proceedings against any employee.

**D. PAYMENT PROVISIONS**

**D.1 COMPENSATION/PAYMENT**

CONTRACTOR shall follow the following all-inclusive tiered rate structure for clients in phases 1, 2, and 3;

- Fixed monthly rate up to 50 clients equal to \$45,625 (\$547,500 annually)
- Per diem rate for 51-75 clients of \$30.00
- Per diem rate for 76-100 clients \$25.00
- Per diem rate for 100+ clients \$15.00

<b>Number of Clients</b>	<b>Charge Amount</b>
0 – 50	\$45,625 /PER MONTH
51-75	\$30.00 /PER CLIENT per day additional
76-100	\$25.00 /PER CLIENT per day additional
100+	\$15.00 /PER CLIENT per day additional

No additional charges will be included.

If number of referred clients accepted by CONTRACTOR falls below 50 (excluding the aftercare phase) for three consecutive months, the parties shall meet and confer on adjusting the compensation. Client aftercare services are not included in client count for the rate structure.