



Revision to ASR and/or Attachments

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CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: April 27, 2017
To: Clerk of the Board of Supervisors
CC: County Executive Office *M. Capone*
From: Steven J. Sentman, Chief Probation Officer *is*
Re: ASR Control #: 17-000330, Meeting Date 05/09/2017 Agenda Item No. # 39
Subject: Renewal of Contract with GEO Reentry Services, LLC for Day Reporting Services

Explanation: For the proposed second Day Reporting Center site, the total fee for the second tier of participants was originally calculated at an average daily total range of 40-75. It was recalculated using the correct average daily total range of 41-75, resulting in the correct annual maximum amount of \$926,313. This correct amount is reflected in the Background Information, and in Attachments A, B and C. Due to inadvertent oversight, that amount was carried over, but apparently not saved, in the original Recommended Action.

☒ Revised Recommended Action(s)

Approve the third contract renewal with GEO Reentry Services, LLC for the provision of day reporting center services, with the addition of a second site at a cost not to exceed ~~\$916,275~~ \$926,313, for a new total annual contract amount not to exceed \$2,430,613, for the period June 1, 2017, through May 31, 2018, and a revised four-year cumulative contract total amount not to exceed \$6,943,513, renewable with the Board approval for one additional twelve-month period.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary

☒ Revised Attachments (attach copy of revised attachment(s))

B - Contract MA-057-14010529 - Redline Version (with just the actual changes and without the corresponding formatting descriptions)



**AGREEMENT
BETWEEN
GEO REENTRY SERVICES, LLC
AND
THE COUNTY OF ORANGE
FOR
THE PROVISION OF
DAY REPORTING CENTER SERVICES**

Contract No. MA-057-14010529

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ATTACHMENT A

: County of Orange Child Support Enforcement Certification Requirements

**AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
GEO REENTRY SERVICES, LLC
FOR
THE PROVISION OF
DAY REPORTING SERVICES**

This Agreement, (hereinafter referred to as “Contract”), entered into this _____ day of _____, ~~2017~~~~2016~~, the date enumerated for the purposes of reference only, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” acting through the Orange County Probation Department, hereinafter referred to as “Probation,” and GEO Reentry Services, LLC, hereinafter referred to as “Contractor.” County and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on March 4, 2014, as a result of a Request for Proposal (RFP) process, the Orange County Board of Supervisors approved an agreement with GEO Reentry Services, LLC for the provision of Day Reporting Services to adult offenders released from prison on postrelease community supervision, effective June 1, 2014 through May 31, 2015, renewable for four additional one-year periods; and

WHEREAS, on May ~~12~~~~5~~, 2015, the Orange County Board of Supervisors ~~(Board)~~ approved the first renewal of~~renewed~~ the Contract for ~~the~~ one-year period ~~of~~ June 1, 2015 through May 31, 2016, renewable for three additional one-year periods with Board approval, and authorized general supervision adult offenders under the jurisdiction and supervision of Probation to receive services at the Day Reporting Center; ~~and.~~ –

WHEREAS, on April 26, 2016 the Board approved the second renewal of~~Parties wish to renew~~ the Contract for the one-year period of June 1, 2016 through May 31, 2017, renewable for two additional one-year periods with Board approval; and.

WHEREAS, the Parties wish to renew the Contract for the one-year period of June 1, 2017 through May 31, 2018, renewable for one additional one-year period with Board approval, with, the addition of a second Day Reporting Center site.

NOW, THEREFORE, the Parties mutually agree as follows:

[Remainder of this page intentionally left blank]

I. GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This Contract and its Attachment which has been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D.** This article is intentionally left blank.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County; and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its Indemnitees as identified in paragraph "HH" below, and as more fully described in paragraph "HH," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational

Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “HH” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.

I. Assignment or Sub-contracting: No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of Administrator. Any attempt by Contractor to subcontract any performance of the terms of this Contract without the express written consent of Administrator shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event that Administrator should consent to subcontracting, each and all of the provisions for this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective Parties. Whenever the Contractor is authorized to subcontract, the terms of this Contract shall prevail over those of any such subcontract.

In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for the results of its sub-tier. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County.

In the event that Administrator should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Orange. All representations and warranties shall inure to the benefit of the County of Orange."

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. Termination – Default of Contractor: If Contractor is in default of any of its obligations under this Contract, County's Administrator shall give sixty (60) days notice to Contractor that this Contract may be canceled if the specific deficiencies are not corrected. If Contractor is in default of any of its obligations under this Contract and Administrator determines that such default poses a serious threat to public safety, and Contractor has not commenced cure within ten (10) days after receipt of a written notice of default and cured such default within the time specified in the notice, the County shall immediately be entitled to commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but

not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

Termination – Convenience of the County: Performance of services under this Contract may be terminated by County in whole or in part, when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Contractor of a sixty (60) day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall: 1.) Stop services under this Contract on the date and to the extent specified in the Notice of Termination, and 2.) Complete performance of that parts of the work that is not terminated by the Notice of Termination.

Termination – Orderly: Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, electronic data, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

- P. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

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Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to the assignment of the Contract to the new owners, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “HH” below, Contractor agrees that it shall defend, indemnify and hold COUNTY and County Indemnites harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- W. This article is intentionally left blank.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. This article is intentionally left blank.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless the County, its officers, elected and appointed officials, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. ADDITIONAL TERMS AND CONDITIONS

- 1. Scope of Contract:** This Contract, together with Attachment A, attached hereto and incorporated herein by reference, specifies the terms and conditions by which the County will procure and receive services from Contractor. The Scope of Work is fully set forth in Section III of this Contract.
- 2. Term of Contract:** The term of this Contract shall be for a one-year period commencing on June 1, ~~2017~~~~2016~~ through May 31, ~~2018~~~~2017~~ and shall be subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

Paragraph I – Assignment or Subcontracting
Paragraph K – Termination
Paragraph P – Insurance Provisions

Section II, Additional Terms and Conditions:

Paragraph 8.0 – Contingency of Funds
Paragraph 9.0 – Child Support Enforcement Requirements
Paragraph 10.0 – Contractor Bankruptcy/Insolvency
Paragraph 14.0 – Conflict with Existing Law
Paragraph 17.0 – Contractor Personnel- Drug-Free Workplace
Paragraph 22.0 – Covenant against Contingent Fees

- 2.1 Renewal:** This Contract may be renewed under the same terms, conditions, scope of work, and pricing, for up to ~~onetwo (2)~~ additional 12-month ~~period~~~~periods~~, subject to:
(a) the County's assessment of Contractor's performance and market conditions warranting such renewal, (b) upon mutual written agreement of the Parties, and (c) applicable policy of the Orange County Board of Supervisors for Contract renewals. The County shall not be required to give a reason if it elects not to renew this Contract.

3. Project Management

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- 3.1 **OC Probation Project Manager:** The OC Probation Postrelease Community Supervision (“PCS”) Assistant Division Director (“ADD”), or authorized designee, shall be the OC Probation Project Manager and shall manage and oversee the administration of this Contract pursuant to the terms and conditions contained herein. In addition, the OC Probation Project Manager shall provide direction on policies and procedures relating to the services covered under this Contract, and act as liaison for overall program functions, communications and problem solving.
- 3.2 **Notifications and/or Submissions to OC Probation Project Manager:** Wherever a requirement regarding notifications and/or submissions to the OC Probation Project Manager appears, such requirement shall also include notifications and/or submissions to the assigned Deputy Probation Officer (DPO) as identified in the intake referral packet provided by Probation to Contractor.
- 3.3 **Access and Use of Day Reporting Center (DRC) ~~Facilities~~Facility:** Contractor agrees to: (a) provide access to the OC Probation Project Manager and other designated staff to ~~at the~~ DRC at any time that the site is in operation; and (b) allow the use of a meeting room or office space, in order to conduct official business with Contractor and participants assigned to the program. ~~Use of such facility shall be~~ at no cost to the County. In addition, the OC Probation Project Manager shall be allowed to conduct unannounced inspections of Contractor’s DRC ~~facilities~~, where adult offenders would report for services provided by Contractor.
4. **Compensation:** Contractor agrees to accept the specified compensation as set forth in Section IV of this Contract, entitled “Cost/Compensation for Contract Services,” for the actual services provided, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
5. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
7. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments,

loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
9. **Child Support Enforcement Requirements:** In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish assigned Deputy Purchasing Agent with the required Contractor data and certifications, in the form of Attachment A to this Contract, entitled "County of Orange Child Support Enforcement Certification Requirements," attached hereto and incorporated herein by reference. Child Support Enforcement Certification Requirements shall include the following information:
 - 9.1 In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - 9.2 In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - 9.3 A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - 9.4 A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of Contractor to timely submit the data and/or certifications required above or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Contract.
10. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
11. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 11.1 Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

11.2 Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

12. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification, as necessary, shall be determined by the County's assigned deputy purchasing agent. If discrepancies in Contract exist between the Contractor and the County's assigned deputy purchasing agent in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his/her designee.

13. Disputes:

13.1 The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor Project Manager and the Probation Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:

13.1.1 The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

13.1.2 The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

13.2 Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his/her designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

14. Conflict with Existing Law: The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the

Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
17. **Contractor Personnel- Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - 17.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - 17.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 17.2.1 The dangers of drug abuse in the workplace;
 - 17.2.2 The organization's policy of maintaining a drug-free workplace;
 - 17.2.3 Any available counseling, rehabilitation and employee assistance programs; and
 - 17.2.4 Penalties that may be imposed upon employees for drug abuse violations.
 - 17.3 Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - 17.3.1 Will receive a copy of the company's drug-free policy statement; and
 - 17.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - 17.4 Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
 - 17.4.1 The Contractor has made false certification, or

17.4.2 The Contractor violates the certification by failing to carry out the requirements as noted above.

- 18. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

- 19. Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

- 20. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY
Orange County Probation Department
1055 N. Main St
Santa Ana, CA 92701
Attn: Chief Deputy Probation Officer
Field Operations Bureau

TO: CONTRACTOR
GEO Reentry Services
1 Park Place, 621 NW 53rd Street, Suite 700
Boca Raton, Florida 33487
Attn: ~~Derrick Schofield~~ ~~Loren Grayer~~, Divisional
Vice President, Reentry Services and Kathy
Prizmich, Business Development Director

- 21. Contractor-Furnished Items:** Contractor shall furnish all personnel, supplies, tools, equipment, and any other incidentals necessary to perform all services required by this Contract.

22. **Covenant against Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

23. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a “Service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “Service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the Service recipient for California purposes and who received compensation or executes a Contract for services performed for that Service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a Contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/payroll_taxes/faq_-_california_independent_contractor_reporting.htm.

To comply with the reporting requirements, County procedures for contracting with independent Contractors mandate that the following information be completed and forwarded to the Contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

24. **Emergencies:** Any emergency situation affecting the welfare of program participants including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the Parties.

25. **Prison Rape Elimination Act (PREA):** Contractor agrees to comply with the national, state and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR Part 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuing standards which may be forthcoming. These requirements include but are not limited to monitoring

for compliance with the PREA, and reporting incidents of sexual misconduct between wards/non-minor dependents and/or staff to Probation.

III. SCOPE OF WORK

1.0 Populations to be Served and Service Overview

1.1 Target Populations: Contractor shall provide DRC Services to individuals including “AB 109 Offenders” and “General ~~Supervision~~~~Population~~ Offenders” as described below, who will collectively be referred to as “DRC Participants”.

1.1.1 AB 109 Offenders:

Beginning October 1, 2011, AB 109, titled "2011 Realignment Legislation Addressing Public Safety", and subsequent related legislation, as implemented by County, placed the following populations under County jurisdiction and supervision by Probation:

1.1.1.1 Persons released from prison on Postrelease Community Supervision ("PCS") instead of parole, consisting of non-violent, non-serious and non high-risk sex offenders as defined by the California Department of Corrections and Rehabilitation.

1.1.1.2 Persons who have committed felonies and now sentenced to County jail pursuant to subdivision (h) of Penal Code section 1170 instead of state prison, and are placed under Mandatory Supervision.

The adult offenders described above shall hereinafter be referred to as “AB 109 Offenders”.

1.1.2 General ~~Supervision~~~~Population~~ Offenders:

1.1.2.1 Other adult offenders, who are not AB 109 Offenders as described above, but are otherwise under supervision by Probation and referred to Contractor for DRC Services, shall hereinafter be referred to as “General ~~Supervision~~~~Population~~ Offenders”.

1.2 Service Overview

AB 109 added Penal Code section 3450, with a declaration of legislative finding in subsection (b)(5) as follows:

"Realigning the postrelease supervision of certain felons reentering the community after serving a prison term to local community corrections programs, which are strengthened through community-based punishment, evidence-based practices, and improved supervision strategies, will improve public safety outcomes among adult felon parolees and will facilitate their successful reintegration back into society."

Further, Penal Code section 3450(b)(8)(H) defines "community-based punishment" as evidence-based correctional sanctions and programming, encompassing a range of custodial and noncustodial responses to criminal or noncompliant offender activity. Intermediate sanctions...include...Day reporting."

Probation initially implemented the Day Reporting Center (DRC) solely for AB 109 Offenders due to available funding streams at the time. Starting June 1, 2015, Probation will also refer select General ~~Supervision~~~~Population~~ Offenders to Contractor for services at the DRC as an additional supervision strategy. Services provided by Contractor to all DRC Participants, as described in paragraph 1.1 herein, shall be designed to promote the reintegration of adult offenders into the community and reduce the risk of recidivism. For purposes of this Contract, such services shall be termed “DRC Services”, which Contractor shall provide at its DRC sites as described in section II.3.1.1.2 (“Service Locations”) ~~of this Contract, a central facility to be owned or leased by Contractor.~~

The Parties shall coordinate DRC Services for each offender referred to Contractor by Probation. Contractor shall provide individualized evidence-based practice (“EBP”) programming to offenders referred by Probation. DRC Services for each offender shall be performance-driven based upon overall progress and behavior, starting with an intensive first phase and gradually lessening intensity in subsequent phases. It is expected that a majority of DRC Participants will require approximately six (6) to nine (9) months of services, or less if determined appropriate. Some DRC Participants may require, and Contractor shall provide, additional services in excess of nine (9) months, based upon individual case dynamics.

2.0 Objectives of Day Reporting Services

The Parties share a common interest in the effective rehabilitation of offenders in preparation for their return to the community as law abiding citizens. County and Contractor agree to coordinate the provision of an array of services and community resources designed to increase the likelihood that adult offenders will successfully discharge from Probation supervision, and reduce their continued involvement in the criminal justice system upon their return to the community.

Contractor shall provide DRC Services to help achieve the following objectives:

- 2.1 Manage offender populations
- 2.2 Increase community safety
- 2.3 Increase offender accountability and competency
- 2.4 Provide a variety of services, such as substance abuse treatment, cognitive behavioral intervention program, and job skills
- 2.5 Reduce recidivism through the use of EBP targeted at the criminogenic needs of participating offenders
- 2.6 Offer a detention alternative to traditional incarceration for offenders who meet program criteria while reducing the overall costs of incarceration

3.0 Contractor Responsibilities

3.1 Delivery of Program Services

Contractor shall:

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3.1.1 Secure and maintain, by ownership or leasehold, ~~a~~DRC ~~sites as needed~~site for the duration of the term of this Contract, which shall be adequate for Contractor to provide DRC Services and ensure the following:

3.1.1.1 Hours of Operation: At a minimum, the DRC ~~sites~~site shall be open Monday through Friday, 8:00 a.m. to 8:00 p.m.; Saturdays. 8:00 a.m. to noon; and shall be closed on Sundays and major County-observed holidays. Additional hours of operation as needed shall be agreed to by the Parties.

3.1.1.1.1 Major County-observed holidays are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (includes Friday after Thanksgiving)
- Christmas Day

3.1.1.2 Service Locations: Contractor shall provide DRC Services from ~~sites~~Location: ~~Due to the expected residential distribution of the target populations, Contractor's DRC site shall be located in the city of Santa Ana or Anaheim,~~ with easy accessibility to public transportation and availability of parking validation. Probation has approved two sites, one located in the City of Santa Ana and one located in the City of Westminster for provision of DRC Services. Any changes or additions to the site locations shall be by mutual agreement of the Parties.

3.1.1.3 Capacity: Contractor's DRC ~~sites~~site shall be adequate to accommodate a maximum number of offenders approved by Probation~~target population~~ that ~~can~~must be served able to accommodate increases in population up to a maximum of 140 offenders at any given time. The maximum capacity for the site located in the City of Santa Ana shall be 140 offenders that can be served at any given time. The maximum capacity for the site located in the City of Westminster shall be 75.

3.1.1.4 Furniture and Facilities: Appropriate furniture, equipment, office spaces, meeting rooms, restrooms and other facilities shall meet Americans with Disabilities Act (ADA) regulations and all other applicable codes and standards for health and sanitation, fire prevention and alarm system, security, safety, evacuations and emergencies.

3.1.1.5 Utilities and Maintenance: Contractor shall operate the DRC at its own cost. County shall have no cost responsibility for rent, utilities, telephones, internet access, repairs/maintenance, and janitorial supplies/services.

3.1.2 Develop individualized EBP programming for DRC Participants referred by Probation, which shall include the service components, as determined applicable, from the program components described in Section III 3.2 ("Program Components of Day Reporting Services") herein.

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- 3.1.3 Assist DRC Participants who have transportation barriers with bus passes and availability to parking validation, in order to facilitate their program attendance and participation regularly.
- 3.1.4 Provide various program incentives in order to increase overall client participation, consistent with EBP and treatment, and as mutually agreed upon between the Parties.
- 3.1.5 Staff the DRC ~~site~~ with sufficient personnel who are qualified to provide the program components described in Section III 3.2 ("Program Components of Day Reporting Services") herein, and: (a) hold and maintain the minimum administrative, counseling, or teaching credentials and state certification requirements for providing any such applicable service components; (b) have the ability to provide services to offenders that are gender specific and culturally responsive in order 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; and (c) have the ability to meet the special education and other learning needs of offenders, as needed.
- 3.1.6 Background Clearance: At least 30 days prior to the start of the Contract, or as soon as possible thereafter, submit a list to the Probation Department Background Investigation Unit, P.O. Box 10260, Santa Ana, CA 92711 of persons who will be assigned to perform services under this Contract so that Probation can conduct background investigations of those assigned individuals as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the individual, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.
- Notify the Probation Department Background Unit in writing within thirty (30) days of separation, the name of any approved individual who leaves the Contractor's employment.
- 3.1.7 Maintain records and documentation of DRC operations and referred DRC Participants, in accordance with Section III 3.3.1 ("Data Collection and Quality Assurance ") herein.
- 3.1.8 Serve timely and adequate notice to the OC Probation Project Manager of any policy or procedure that may affect the performance of Contractor's services in accordance with the terms and conditions of this Contract, and immediate notification in the following instances:
- 3.1.9 Public Safety and Risk Indications: Contractor shall notify the OC Probation Project Manager immediately if any problems or issues arise in connection with the services provided by Contractor that would jeopardize public safety or any DRC Participant's continuation in the DRC program, such as: (a) failure to report and follow daily schedules; (b) non-participation in required activities or treatment; (c) positive results from drug or alcohol testing; and (d) any other behaviors or indicators that might pose a public risk.

3.2 Program Components of Day Reporting Services:

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- 3.2.1 Contractor shall conduct its own assessments of each offender's needs, to identify the types of intervention that will best meet DRC program objectives, subject to the approval of the OC Probation Project Manager and the assigned DPO, within the following components:

3.2.1.1 Random Drug and Alcohol Testing:

Contractor shall conduct random testing for drug usage and alcohol consumption by offenders assessed with such risks. Said drug and alcohol testing component, at a minimum, shall include:

- 3.2.1.1.1 Urinalysis testing, in compliance with state and federal regulations and guidelines, together with appropriate procedures for: (a) confirming positive results; (b) ensuring chain of custody; and (c) addressing sanctions and treatment plan modifications based on test results
- 3.2.1.1.2 Alcohol testing with breathalyzer
- 3.2.1.1.3 Reporting of test results to Probation

3.2.1.2 Cognitive Behavior Therapy

Contractor shall provide evidence-based cognitive behavior interventions such as Moral Reconnection Therapy ("MRT") or Thinking for a Change ("T4C"). In addition, Contractor shall offer individual or group therapy sessions in order to address the criminogenic needs of offenders and reduce recidivism.

Individualized case plans for each program participant shall be based on a validated risk and need assessment, using industry-recognized, state-of-the-art, evidence-based tools such as: (a) LSI-R (Level of Services Inventory – Revised); (b) STRONG (Static Risk and Offender Needs Guide); and (c) COMPAS (Correctional Offender Management Profiling for Alternative Sanctions). For purposes of coordinated case management, Contractor shall have a working knowledge of Probation's validated adult risk/needs assessment instrument. Upon Contractor's request, Probation will provide training on its risk/needs assessment instrument to Contractor's DRC staff.

3.2.1.3 Anger Management

Contractor shall provide evidence-based anger management strategies to offenders assessed as needing such services. Services will be provided in individual and group settings to: (i) assist offenders in identifying healthy responses to anger; (ii) explore various methods of de-escalation; and (iii) learn effective strategies in dealing with difficult people and situations. Offenders will learn how to manage inappropriate behavior related to anger and understand its consequences.

3.2.1.4 Family and Parenting Counseling

Contractor shall provide evidence-based services for offenders assessed as needing training in healthy parenting skills. Contractor will teach

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offenders easy-to-learn techniques and strategies to address everyday family issues of communication, discipline, decision-making, relationships, and self-control.

3.2.1.5 Life Skills Training

Contractor shall prepare a detailed DRC training curriculum designed to encourage offenders to adopt a positive, law-abiding lifestyle. The training curriculum shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

3.2.1.6 Job Skills Training and Placement

Contractor shall establish a job skill training and placement programming for offenders, and employ a variety of resources that will enable a successful transition into long-term, sustainable work. Such training will include, but not be limited to employment preparation, image presentation and demeanor, effective communication, job search strategies, networking, interviews, resume writing, skills development, and job placement.

3.2.1.7 Substance Abuse Counseling

Contractor shall provide programming in substance abuse that is evidence-based and designed to reduce recidivism. Such programming shall include alcohol and drug counseling in the form of education, prevention, and early intervention services. Intensive outpatient programming will be provided if determined necessary by a validated risk/needs assessment.

In addition, Contractor shall coordinate with the assigned DPO, Orange County Health Care Agency, and other service providers to identify DRC Participants who are eligible for substance abuse and mental health treatment and related services and benefits.

3.2.1.8 Educational Services and General Education Development (“GED”)

Contractor shall partner with the Orange County Department of Education, as needed, to provide education, vocational training, and GED services that are focused on: (a) increasing offenders' functional literacy and employment skills; (b) basic education in reading and mathematics; and (c) GED preparation, as necessary. To help achieve that focus, Contractor shall equip the DRC ~~site~~ with computer labs that can be used as an online resource center for participants and as a classroom for courses.

Contractor shall schedule GED testing for qualifying offenders and report results to both the offender, OC Probation Project Manager, and assigned DPO within five (5) business days of receipt of results.

3.2.1.9 Relapse Prevention and Community Resource Referral Services

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Contractor shall make after-care programming and resources available, to assist DRC participants in maintaining a healthy and law-abiding lifestyle. The DRC shall maintain directories of Probation-approved resources that offer various forms of assistance to offenders and their families. Contractor's staff at the DRC shall be familiar with eligibility criteria and application procedures pertaining to community resources, to assist offenders with referrals and provide linkage to existing community resources.

3.3 Measurable Outcomes and Reporting

3.3.1 Data Collection and Quality Assurance:

Contractor shall establish written procedures describing its data collection process and quality assurance of its operations at the DRC ~~site~~^{site}, including the services provided under this Contract. Data collected for each offender shall, at the minimum, include but not be limited to, the following:

- 3.3.1.1 Offender name and date of birth
- 3.3.1.2 Type of offender
- 3.3.1.3 Probation A#
- 3.3.1.4 Date referred
- 3.3.1.5 Date enrolled
- 3.3.1.6 Types of programming assigned (e.g., substance abuse counseling, CBT, life skills)
- 3.3.1.7 Date of exit
- 3.3.1.8 Type of exit (e.g., completed, did not complete, discharged) and reason for exit (e.g., full-time employment, violation of probation, medical)
- 3.3.1.9 Program level (stage, phase, etc.) at exit, including aftercare completion status
- 3.3.1.10 Employment status (i.e., unemployed, full-time, part-time) at entry and exit, including type of employment and employment industry (e.g., telemarketing)
- 3.3.1.11 Education status (e.g., full-time student, part-time student) at entry and exit, including level of education (e.g., GED, AA degree, BA degree)
- 3.3.1.12 Restorative justice status (e.g., no referral, referred to), and if referred, completion status at exit (i.e., completed, did not complete)
- 3.3.1.13 Drug testing dates and results
- 3.3.1.14 Major positive events (e.g., restitution paid, enrollment in school)
- 3.3.1.15 Program violations (descriptions, types, dates committed)

3.3.1.16 Attendance and compliance with scheduled activities (e.g., groups, individual meetings, check-ins)

3.3.2 Contractor shall track the overall program completion rate, average length of stay, attendance rates, employment and education changes, and the risk/needs assessment scores of each DRC Participant, at entry to, and if available, upon exit from the program while ensuring compliance with confidentiality requirements as set forth in Section U under this Contract.

3.3.3 Contractor shall enable data file sharing with Probation using compatible automated format while ensuring compliance with confidentiality requirements as set forth in Section U under this Contract.

3.3.3.1 On a semi-annual basis, Contract shall provide a data file with discharged offenders' total hours of DRC program services (i.e., dosage) and where possible, dosage by service category.

3.3.4 Program Reports

3.3.4.1 Monthly Progress Report: By the 10th day of each month after the commencement of services, Contractor shall submit monthly progress reports on each DRC Participant to the OC Probation Project Manager and assigned DPO. The monthly progress report shall include, but not be limited to:

3.3.4.1.1 Programming or treatment phase that the participant is in and progress made within that phase

3.3.4.1.2 Services participants received

3.3.4.1.3 Staff assessment of treatment progress

3.3.4.1.4 Progress towards meeting case plan goals

3.3.4.1.5 Recommendations for continuing, modifying, or discontinuing program participation

3.3.4.2 Discharge Report: When a participant is discharged from the program, a discharge report shall be completed and sent to the assigned Probation Officer and Probation research staff. The discharge report shall include, but not be limited to:

3.3.4.2.1 Offender name and date of birth

3.3.4.2.2 Offender's DRC history, including compliance and noncompliance within the various program components

3.3.4.2.3 Phase at time of discharge

3.3.4.2.4 Date of offender's termination from program and reasons for termination

4.0 County's Responsibilities

County, acting through Probation, shall:

- 4.1 Assist Contractor in implementing DRC Services in accordance with the terms and conditions of this Contract.
- 4.2 Designate a Project Manager pursuant to Section II.3 ("Project Management") herein.
- 4.3 Identify offenders under the jurisdiction and supervision of Probation who: (a) are determined to be in need of DRC Services as provided by Contractor; and (b) are rated for EBP programming through Probation's risk-needs assessment instrument that targets dynamic and criminogenic factors such as substance abuse, pro-social behavior, education, and employability.
- 4.4 Identify DPO's who will provide ongoing case management and supervision for DRC Participants under referral to Contractor, by monitoring their progress and facilitating their compliance with program related services and referral requirements.
- 4.5 Communicate regularly and conduct meetings with Contractor, to share information on DRC Participant activities, progress and performance, program outcomes, data collection and evaluation, and state mandate requirements.
- 4.6 Coordinate with Contractor on program plans, schedules and completion for each participant, including aftercare and community resource referrals.
- 4.7 Conduct a background investigation on each individual identified as assigned to perform services under this Contract in accordance with Section III.3.1.6 ("Contractor Responsibilities - Delivery of Program Services: Background Clearance") above. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any individual approved to perform services under this Contract.
All Contractor Personnel assigned under this Contract are required to receive prior background clearance from Probation **before** providing any services. A representative from Probation's Background Unit will notify Contractor as to whether or not each individual has passed background. If an individual is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or to the individual.
- 4.8 Have final authority and responsibility for decisions affecting services required under this Contract.
- 4.9 Assume no financial liability for the operations of Contractor in providing the contracted services, including payments in excess of the maximum contract amount specified in Section IV herein.

IV. COST/COMPENSATION FOR CONTRACT SERVICES

A. Payment/Compensation:

County shall pay Contractor for services rendered under this Contract by DRC site location, as follows:

1. DRC Site #1 in the City of Santa Ana

1. ~~For the period June 1, 2016 through May 31, 2017:~~

County will pay Contractor monthly in arrears, in an amount based on the average daily total (ADT) number of DRC Participants served during the preceding month by Contractor ~~at the DRC~~, according to the following rate schedule ~~and as set forth below~~:

Average Daily Total Per Month of DRC Participants Served	Monthly Rate	Maximum Annual Total
1-60	\$70,000	\$840,000
61-100	\$27.50/day*	\$1,241,500**
101-140	\$18.00/day*	\$1,504,300***

*Per diem rates are per day per participant served

**Maximum for 100 participants

***Maximum for 140 participants

- 1.1 The ADT number- of DRC Participants served in a given month by Contractor at the DRC shall be determined by:

1.1.1 Adding the total number of AB 109 Offenders served that month; then

1.1.2 Dividing the total number of AB 109 Offenders served that month by the number of days in the month to determine the ADT number of AB 109 Offenders served that month; then

1.1.3 Adding the total number of General Supervision~~Population~~ Offenders served that month; then

1.1.4 Dividing the total number of General Supervision~~Population~~ Offenders served that month by the number of days in the month to determine the ADT number of General Supervision~~Population~~ Offenders served that month; then

1.1.5 Adding the ADT number of AB 109 Offenders to the ADT number of General Supervision~~Population~~ Offenders to determine the ADT number of all DRC Participants served that month.

- 1.2 Contractor shall track and clearly document the number of AB 109 Offenders and General Supervision~~Population~~ Offenders receiving services at the DRC. This information shall be included with the monthly invoices submitted by Contractor to County as supporting documentation.

- 1.3 The total amount due to Contractor for a given month shall be determined as follows:

1.32.1 If the ADT number of DRC Participants served that month is within the range 1-60 participants, County shall pay Contractor a flat fee of \$70,000.

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- 1.32.2 If the ADT number of DRC Participants served that month is within the range 61-100 participants, the following equation shall be used:

Total Monthly Amount Due Contractor =
\$70,000 + [(ADT number of AB 109 Offenders served + ADT number of General ~~SupervisionPopulation~~ Offenders served – 60) x \$27.50 x Number of days in that month]

- 1.32.3 If the ADT number of DRC participants served that month is within the range 101-140 participants, the following equation shall be used:

Total Monthly Amount Due Contractor =
\$70,000 + (40 x \$27.50 x Number of days in that month) + [(ADT number of AB 109 Offenders served + ADT number of General ~~SupervisionPopulation~~ Offenders served – 100) x \$18.00 x Number of days in that month]

- 1.4 Each invoice submitted by Contractor must clearly identify the amount due from County to Contractor for services provided to AB 109 Offenders and the amount due to Contractor for services provided to General ~~SupervisionPopulation~~ Offenders.

1.4.1 To determine the total amount due to Contractor for AB 109 Offenders and General ~~SupervisionPopulation~~ Offenders for a given month, divide the total monthly amount due Contractor as determined in paragraph 1.3 herein by the ADT number of DRC Participants served that month as calculated in paragraph 1.1 herein, which will give the cost per DRC Participant for that month; then:

1.4.1.1 Multiply the cost per DRC Participant by the ADT number of AB 109 Offenders served that month to determine the amount due for services provided to AB 109 Offenders; and

1.4.1.2 Multiply the cost per DRC Participant by the ADT number of General ~~SupervisionPopulation~~ Offenders served that month to determine the amount due for services provided to General ~~SupervisionPopulation~~ Offenders.

- 1.5 For example, if the DRC had an ADT number of 35 AB 109 Offenders and an ADT number of 20 General ~~SupervisionPopulation~~ Offenders, for an ADT number of 55 DRC Participants during a 30-day month, the Total Amount Due Contractor for that month would be a flat rate of \$70,000.

The price per DRC Participant would be $\$70,000/55 = \$1,272.73$

Therefore, the total amount due Contractor for AB 109 Offenders would be $\$1,272.73 \times 35 = \$44,545.55$; and

The total amount due Contractor for General ~~SupervisionPopulation~~ Offenders would be $\$1,272.73 \times 20 = \$25,454.60$

- 1.65 As another example, if the DRC had an ADT number of 75 AB 109 Offenders and an ADT number of 50 General ~~SupervisionPopulation~~ Offenders, for an ADT number of 125

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DRC Participants during a 31-day month, the Total Amount Due Contractor for that month would be calculated as follows:

$$\$70,000 + (40 \times \$27.50 \times 31 \text{ days}) + [(75 + 50 - 100) \times \$18.00 \times 31 \text{ days}] = \$118,050$$

The price per participant would be $\$118,050/125 = \944.40

Therefore, the total amount due Contractor for AB 109 Offenders would be $\$944.40 \times 75 = \$70,830$; and

The total amount due Contractor for General ~~Supervision~~~~Population~~ Offenders would be $\$944.40 \times 50 = \$47,220$.

2. DRC Site #2 in the City of Westminster

County will pay Contractor monthly in arrears, in an amount based on the average daily total (ADT) number of DRC Participants served during the preceding month by Contractor according to the following rate schedule:

<u>Average Daily Total Per Month of DRC Participants Served</u>	<u>Monthly Rate</u>	<u>Maximum Annual Total</u>
<u>1-40</u>	<u>\$47,916.67</u>	<u>\$575,000</u>
<u>41-75</u>	<u>\$27.50/day*</u>	<u>\$926,313**</u>

*Per diem rates are per day per participant served

**Maximum for 75 participants

2.1 The ADT number of DRC Participants served in a given month by Contractor at the DRC shall be determined by:

2.1.1 Adding the total number of AB 109 Offenders served that month; then

2.1.2 Dividing the total number of AB 109 Offenders served that month by the number of days in the month to determine the ADT number of AB 109 Offenders served that month; then

2.1.3 Adding the total number of General Supervision Offenders served that month; then

2.1.4 Dividing the total number of General Supervision Offenders served that month by the number of days in the month to determine the ADT number of General Supervision Offenders served that month; then

2.1.5 Adding the ADT number of AB 109 Offenders to the ADT number of General Supervision Offenders to determine the ADT number of all DRC Participants served that month.

2.2 Contractor shall track and clearly document the number of AB 109 Offenders and General Supervision Offenders receiving services at the DRC. This information shall be included with the monthly invoices submitted by Contractor to County as supporting documentation.

2.3 The total amount due to Contractor for a given month shall be determined as follows:

2.3.1 If the ADT number of DRC Participants served that month is within the range 1-40 participants, County shall pay Contractor a flat fee of \$47,916.67.

2.3.2 If the ADT number of DRC Participants served that month is within the range 41-75 participants, the following equation shall be used:

Total Monthly Amount Due Contractor =
\$47,916.67 + [(ADT number of AB 109 Offenders served + ADT number of
General Supervision Offenders served – 40) x \$27.50 x Number of days in that
month]

2.4 Each invoice submitted by Contractor must clearly identify the amount due from County to Contractor for services provided to AB 109 Offenders and the amount due to Contractor for services provided to General Supervision Offenders.

2.4.1 To determine the total amount due to Contractor for AB 109 Offenders and General Supervision Offenders for a given month, divide the total monthly amount due Contractor as determined in paragraph 3.3 herein by the ADT number of DRC Participants served that month as calculated in paragraph 3.1 herein, which will give the cost per DRC Participant for that month; then:

2.4.1.1 Multiply the cost per DRC Participant by the ADT number of AB 109 Offenders served that month to determine the amount due for services provided to AB 109 Offenders; and

2.4.1.2 Multiply the cost per DRC Participant by the ADT number of General Supervision Offenders served that month to determine the amount due for services provided to General Supervision Offenders.

2.5 For example, if the DRC had an ADT number of 15 AB 109 Offenders and an ADT number of 20 General Supervision Offenders, for an ADT number of 35 DRC Participants during a 30-day month, the Total Amount Due Contractor for that month would be a flat rate of \$47,916.67.

The price per DRC Participant would be \$47,916.67/35 = \$1,369.05

Therefore, the total amount due Contractor for AB 109 Offenders would be \$1,369.05 x 15 = \$20,535.75; and

The total amount due Contractor for General Supervision Offenders would be \$1,369.05 x 20 = \$27,381.

2.6 As another example, if the DRC had an ADT number of 30 AB 109 Offenders and an ADT number of 40 General Supervision Offenders, for an ADT number of 70 DRC Participants during a 31-day month, the Total Amount Due Contractor for that month would be calculated as follows:

\$47,916.67 + ((70-40) x \$27.50 x 31 days) = \$73,491.67

The price per participant would be \$73,491.67/70 = \$1,049.88

Therefore, the total amount due Contractor for AB 109 Offenders would be \$1,049.88 x 30 = \$31,496.40; and

The total amount due Contractor for General Supervision Offenders would be \$1,049.88 x 40 = \$41,995.20.

- ~~2. In the event that this Contract is renewed pursuant to Section II.2.1 (“Additional Terms and Conditions- Term of Contract- Renewal”) herein, for the period June 1, 2017 through May 31, 2018, Contractor shall be paid upon the same terms, conditions, scope of work and pricing as outlined in Section IV- Cost/Compensation for Contract Services Paragraph A, Subparagraph 1, above, subject to applicable policy of the Orange County Board of Supervisors for contract renewals.~~
3. In the event that this Contract is renewed pursuant to Section II.2.1 (“Additional Terms and Conditions- Term of Contract- Renewal”) herein, for the period June 1, 2018 through May 31, 2019, Contractor shall be paid upon the same terms, conditions, scope of work and pricing as outlined in ~~this Contract~~Section IV- Cost/Compensation for Contract Services Paragraph A, Subparagraph 1, above, subject to applicable policy of the Orange County Board of Supervisors for contract renewals.

B. Payment/Invoicing Instructions:

1. Billing statements and invoices are to be provided monthly to Probation for the previous month's services rendered by Contractor.
2. Contractor shall send invoices to:
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attention: Fiscal Services/Accounts Payable
3. Contractor shall send invoices with the following information:
 - Contractor's name and address
 - Contractor's remittance address, if different from the address above
 - County Contract number
 - Contractor's federal taxpayer identification number
 - Date(s) Contractor provided service
 - Rate and/or specific description of services provided
 - Total amount of invoice
4. Payment will be net forty-five (45) days in arrears after receipt of an invoice. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
5. As a condition of payment, the County may require that the Contractor furnish documentation such as detailed itemizations and receipts that pertain to this Contract as may be required by the County's Auditor-Controller.
6. Payments made by the County shall not preclude the right of the County from thereafter disputing any services invoiced or billed under this Contract and shall not be construed as acceptance of any part of the services.

|
|

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in the County of Orange, State of California.

GEO REENTRY SERVICES, LLC

By:_____

Title:_____

Dated:_____

By:_____

Title:_____

Dated:_____

COUNTY OF ORANGE

By:_____

Chairman of the Board of Supervisors
County of Orange, California

Dated:_____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec 25103, Reso 79-1535

Attest:

Robin Stieler
Interim Clerk of the Board
County of Orange, California

**APPROVED AS TO FORM:
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA**

By:_____

Deputy County Counsel

Dated:_____

* If a corporation, this document must be signed by two corporate officers. The first signature must be by either the Chairman of the Board, President, or any Vice President. The second signature must be by the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

ATTACHMENT A**County of Orange Child Support Enforcement Certification Requirements**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Name

Title