

NAPA COUNTY AGREEMENT NO. 240275B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of March, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and B.I.INCORPORATED d/b/a B.I. Correctional Services, Inc., a corporation whose mailing address is 4955 Technology Way, Boca Raton, Florida 33431, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to coordinate, deliver, and oversee programming and services with an evidence-based, trauma-informed care approach to Juvenile youth; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.
- 2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000) for professional services and expenses per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. [RESERVED]

(d) CONTRACTOR shall submit invoices not more often than MONTHLY to the PROBATION ADMINISTRATIVE MANAGER who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the CHIEF PROBATION OFFICER upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties

imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) **Liability Insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001

06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the NAPA COUNTY PROBATION DEPARTMENT prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this

Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and periodically COUNTY shall also perform a LiveScan check on all CONTRACTOR employees entering and performing work in the Juvenile Hall. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

(c) Background Check. COUNTY shall perform periodic background checks on all CONTRACTOR employees entering the Juvenile Hall through the COUNTY's case management system (CJNET), the California Law Enforcement Telecommunications System (CLETS) and any other security clearance program COUNTY deems appropriate.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 10 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party

in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 30 days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY (“County data”), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR’s systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of

maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Probation Department
Probation Administrative Manager
212 Walnut Street
Napa, CA 94559

CONTRACTOR

B.I. Incorporated
4955 Technology Way
Boca Raton, FL 33431

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its CHIEF PROBATION OFFICER. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the CHIEF PROBATION OFFICER.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of

CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of

the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. [RESERVED]

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section

87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.


28. **Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding

obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **Special Terms and Conditions.** [RESERVED]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

B.I. INCORPORATED d/b/a B.I. CORRECTIONAL SERVICES, INC.

By 
DERRICK D. SCHOFIELD, Ph.D.
Vice President, Reentry Services

By 
JOE NEGRON
Vice President and Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> Deputy County Counsel</p> <p>Date: 2/12/2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

CONTRACTOR is to coordinate, deliver, and oversee programming and services with an evidence-based, trauma-informed care approach with COUNTY Chief Probation Officer or designee approval. CONTRACTOR shall work closely with COUNTY to ensure programming meets each youth where they are in their motivation for change and, from that starting point, incorporate interventions that promote engagement and sustained behavior change in the youths served.

In addition to the services listed below, see *Attachment A* attached hereto and incorporated by this reference, from CONTRACTOR's proposal. CONTRACTOR shall provide COUNTY with the following services:

- A. CONTRACTOR agrees to provide 3.0 Full Time Equivalent (FTE) with the understanding that a minimum of 2.0 FTEs are expected to be on staff at all times to deliver, coordinate, and administer cognitive-based interventions and evidence-based programming to youth in-custody ordered to COUNTY's Skyline Academy and Juvenile Hall. Each position will retain responsibilities for the delivery of structured activities and treatment interventions in addition to service coordination. CONTRACTOR defines Full Time Equivalent (FTE) positions as employees who work 40 hours each week serving in the capacity of their job duties. The 3.0 FTE assigned to COUNTY are the following:
 - Project Manager (Supervising Case Manager)
 - Transition Case Manager
 - Case Manager

- B. All CONTRACTOR staff shall complete the California Law Enforcement Telecommunications System (CLETS) and Prison Rape Elimination Act (PREA) training facilitated by COUNTY prior to working in the COUNTY's Juvenile Hall.

- C. CONTRACTOR staff should not have personal cell phones or music devices including headphones of any kind while in COUNTY Juvenile Hall. CONTRACTOR staff shall dress in a modest and safe way, maintain high ethical standards when dealing with youth and families, and follow safety directives of COUNTY Juvenile Hall staff.

- D. Enhance Intrinsic Motivation
 - a. Focus on training CONTRACTOR staff in Core Correctional Practices (CCP) and Motivational Interviewing (MI) techniques, using evidence-based practices.

- b. Use communication techniques geared toward avoiding confrontation and arguments, including open-ended questions, affirmations, and reflective listening to encourage youth to explore solutions and establish rapport with CONTRACTOR.
- E. Target Intervention
- a. Review each youth's assessment results, documenting behavioral goals in each youth's ISP, and provide targeted programming and interventions.
 - b. Target each youth participant's identified criminogenic risk and needs. The amount of treatment received by each youth participant is tailored to his/her risk level ensuring efficient use of resources and guaranteeing participants do not receive unnecessary treatment.
- F. Increase Positive Enforcement
- a. Maximize each youth's ability to learn and engage by tailoring programming to individual learning styles, motivations, abilities, and strengths. Programming is structured, emphasizes modeling and role-playing, challenges cognitive distortions, and assists participants in developing problem-solving and self-control skills.
 - b. Use evidence-based principle of skill training with directed practice. Incorporate homework review, teaching new skills, and practicing new skills in a behavioral manner.
 - c. Model prosocial behavior during all interactions with youth participants.
 - d. Develop a system of positive reinforcements for youth participants to include, but not limited to verbal acknowledgements, raffle drawings, social recognition etc.
- G. Engage On-Going Support in Community
- a. Connect youth participants to community resources that can serve to support participants as they complete the program, treatment requirements, and reintegrate into their communities.
- H. Measure Relevant Practices
- a. Provide quality assurance measures to ensure program fidelity and intermediate outcomes.
- I. Measurement Feedback
- a. Provide regular feedback to youth regarding program progress, skills acquisitions, and other measurements, and celebrate achievements through the use of positive reinforcements designed in collaboration with the COUNTY.
 - b. Provide quarterly progress reports to include, but not limited to:
 - i. The Phase youth participant is in and progress made within that phase;
 - ii. Services youth participant received;

- iii. CONTRACTOR assessment of treatment progress; and
- iv. Progress towards meeting case plan goals and recommendation for continuing, modifying, or discontinuing program.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

III. CONFIDENTIALITY PURSUANT TO WELFARE AND INSTITUTIONS CODE SECTION 827. CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Probation staff, employees, or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

EXHIBIT “B”

COMPENSATION AND EXPENSE REIMBURSEMENT

For all applicable Fiscal Years, *Personnel/Positions* expense to be invoiced when position is filled. CONTRACTOR vacant positions shall not be billed to COUNTY.

Fiscal Year 2023-2024

Implementation Cost: To be invoiced when 3.0 FTE Personnel/Positions assigned to the Juvenile program are hired.

FISCAL YEAR <u>3/1/2024 - 6/30/2024</u>		
BUDGET CATEGORY	ANNUAL BUDGET	NARRATIVE
Personnel/ Position		<i>Labor Costs will only be billed based on positions filled</i>
Program Manager	\$31,250	Billed at Fully Loaded Hourly Rate of \$45.07
Transitions Case Manager	\$26,000	Billed at Fully Loaded Hourly Rate of \$37.50
Caseworker	\$24,267	Billed at Fully Loaded Hourly Rate of \$35.00
Total Salary and Benefits	\$81,517	
Operating Expenses		<i>All Operating Expenses will be billed based on equally fixed monthly rates</i>
Curriculum	\$1,367	Carey Guides/Case Planning Tool/Juvenile MRT/Other
Office Supplies	\$1,800	Binders/Paper/Pens/Copies/Files/Journals
Staff Expenses	\$833	Cost of staff recruiting and retention including spot bonuses, job postings, etc.
Travel/Mileage	\$1,737	Cost of any travel for conferences, corporate trainings, meetings, etc.
Training	\$0	Included in the initial implementation costs
Communications	\$720	Wireless Communication for staff
Participant Incentives	\$860	TBD by facility staff
Total Operating Expenses	\$7,317	
Other Expenses		
D&A	\$667	Applicable for equipment to be purchased
Indirect Cost	\$23,660	Includes expenses related to the administrative and accounting functions that are centralized and shared by all operating divisions—including Accounting and Finance, Human Resources, Information Technology, Executive Management, and Operations.
Total Other Expense	\$24,327	
Administrative Cost	\$16,660	
Implementation Cost	\$19,936	<i>One-time Initial training cost for staff</i>
		\$48,305 Total Operating Costs (incl. Operating Expense, Other Expense & Administration Cost) will be billed as a monthly fixed fee of \$12,076.18
TOTAL	\$149,757	

Fiscal Year 2024-2025

FISCAL YEAR <u>7/1/2024 - 6/30/2025</u>		
BUDGET CATEGORY	ANNUAL BUDGET	NARRATIVE
Personnel/ Position		
<i>Labor Costs will only be billed based on positions filled</i>		
Program Manager	\$96,563	Billed at Fully Loaded Hourly Rate of \$46.42
Transitions Case Manager	\$80,340	Billed at Fully Loaded Hourly Rate of \$38.63
Caseworker	\$74,984	Billed at Fully Loaded Hourly Rate of \$36.05
Total Salary and Benefits	\$251,887	
Operating Expenses		
<i>All Operating Expenses will be billed based on equally fixed monthly rates</i>		
Curriculum	\$4,100	Carey Guides/Case Planning Tool/Juvenile MRT/Other
Office Supplies	\$5,562	Binders/Paper/Pens/Copies/Files/Journals
Staff Expenses	\$2,575	Cost of staff recruiting and retention including spot bonuses, job postings, etc.
Travel/Mileage	\$5,368	Cost of any travel for conferences, corporate trainings, meetings, etc.
Training	\$4,723	Cost of ongoing training for staff
Communications	\$2,225	Wireless Communication for staff
Participant Incentives	\$1,772	TBD by facility staff
Total Operating Expenses	\$26,325	
Other Expenses		
D&A	\$2,000	Applicable for equipment to be purchased
Indirect Cost	\$61,006	Includes expenses related to the administrative and accounting functions that are centralized and shared by all operating divisions—including Accounting and Finance, Human Resources, Information Technology, Executive Management, and Operations.
Total Other Expense	\$63,006	
Administrative Cost	\$58,719	
\$148,050 Total Operating Costs (incl. Operating Expense, Other Expense & Administration Cost) will be billed as a monthly fixed fee of \$12,337.47		
TOTAL	\$399,936	

For subsequent years, after Fiscal Year 2024-2025, the staffing and monthly fee pricing listed above shall be increased by 4% each July 1st to cover the increased cost of doing business.

EXHIBIT "C"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]
 Taxpayer ID #

**SAMPLE
 INVOICE**

INVOICE # _____
 DATE: _____

TO:
 [Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:
 [Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St,	Smith,			
1/1/15	Napa.	Engineer	1.5	\$165.00	247.50
1/1/15	Conf w/Owner	Smith,	1	\$165.00	165.00
	AutoCad, Bldg X, 3 rd Floor	Engineer	4	\$165.00	660.00
		Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 rd Floor	Smith,	4	\$165.00	660.00
1/2/15	Conf w/Owner re 2 nd Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 nd	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					

ATTACHMENT “A”

The following details CONTRACTOR’s specific plan and approach to interventions and programming for COUNTY’s Juvenile Hall Camp and Juvenile Probation youth, including key elements and flexible features of our programming and proposal.

In Table 7, below, BI acknowledges each of the County’s requirements as listed in RFP Section 3, Scope of Work, and provides page references for detailed information regarding each specification.

Table 7. BI Company Information	
RFP Requirement	BI Response
Contractor must: 1. Provide evidence-based assessments,	Please refer to Assessments on page 31.
Case planning,	Please refer to Individual Success Plans on page 32.
Case management,	on page 32.
Individual counseling,	Please refer to Individual Cognitive Behavioral Treatment (ICBT) on page 32.
Moral Reconciliation Therapy (MRT),	Please refer to Juvenile Moral Reconciliation Therapy (MRT) [®] on page 33.
Thinking for a Change (T4C) and/or Decision Points,	Please refer to Thinking for a Change on page 33.
Cognitive restructuring/skill building (development of healthy coping strategies that include the use of role-playing, skills development, coaching conversations, and skills application),	Please refer to Life Skills - Cognitive restructuring/skill building on page 34.
Trauma informed programming,	Please refer to Trauma-Informed Care Approach on page 34.
Substance Abuse Treatment	Please refer to Substance Use Treatment on page 34.
Restorative justice programming (in collaboration with Napa County Juvenile Probation) including civic engagement	Please refer to Restorative Justice on page 35.
Gang Interventions and Prevention	Please refer to Gang Intervention and Prevention on page 35
Reentry Programming, including planning and linkages to support employment, housing, and continuing education;	Please refer to Restorative Justice on page 35
Family Services	Please refer to Family Services on page 38.
Provide detailed description of the offered services and approach to the Scope of Work.	Use of Cognitive Behavioral Interventions Balanced Approach

Table 7. BI Company Information

RFP Requirement	BI Response
Deliver programming to both male and female youth under the care, custody and supervision of the Napa County Probation Department;	Please refer to Location on page 38.
Be able to provide and deliver an evidence-based assessment tool to youthful offenders with fidelity;	Please refer to Assessments on page 31.
Provide programming that will include family engagement and support;	Please refer to Family Services on page 38.
Be co-located at the Napa County Juvenile Hall / Camp Program Facility;	Please refer to Location on page 38.
Work Monday thru Friday, 12pm to 8pm and/or a modified schedule including weekends that both parties find advantageous to efficient and practical delivery of services;	Please refer to Location on page 38.
Work collaboratively with the Probation Department Deputy Probation Officers and Juvenile Hall Counselors;	Please refer to Multidisciplinary Team Approach on page 39.
Work collaboratively with mental health clinicians and/or other community-based treatment providers;	Please refer to County and Community Partner Collaborations on page 39.
Participate in Camp staffing meetings;	Please refer to Multidisciplinary Team Approach on page 39.
Ensure staff interacting with juvenile youth complete fingerprinting, background check, and confidentiality training prior to providing services;	Staff shall meet all requirements to qualify for employment, including applicable right-to-work requirements, relevant education, successful thorough background check & drug screen.
Ensure staff interacting with juvenile youth exhibit professional, ethical, and appropriate behavior while providing services;	
Participate and possibly facilitate Multi-Disciplinary Team meetings (MDT's) and Child and Family Team meetings (CFT's);	Please refer to Multidisciplinary Team Approach on page 39.
Report to the County on the number of individuals served, and the types of services provided quarterly on/or before the last day of the following month, and annually on or before July 31st following the end of a fiscal year;	Develop customized data collection and reporting demonstrating effectiveness of evidence-based programming.
Provide a Monthly Progress Report: Monthly progress reports on each youth shall be turned in by the 10th of the following month. Information to be included in the progress report shall include, but not be limited to: <ul style="list-style-type: none"> – The Phase youth participant is in and progress made within that phase; – Services youth participant received; – Contractor assessment of treatment progress; and – Progress towards meeting case plan goals and recommendation for continuing, modifying, or discontinuing program. 	Develop customized data collection and reporting demonstrating effectiveness of evidence-based programming.

Table 7. BI Company Information

RFP Requirement	BI Response
Provide annual performance measures that include mutually agreed upon data elements that may include success rate of youth in program, dosage hours provided, results of assessment scores over time, etc.	Ensure program adherence to EBP

To meet the development needs of male and female youth referred to the Juvenile Services program, BI proposes to coordinate, deliver, and oversee programming and services with an evidence-based, trauma-informed care approach. BI will work closely with the County to ensure programming meets each youth where they are in their motivation for change; and, from that starting point, incorporate interventions that promote engagement and sustained behavior change in the youths served.

Orientation | 5 Stages of Change

Orientation

As we welcome new youth participants into the program, we will begin the engagement process. This includes developing a rapport based on mutual trust and understanding each youth participant’s level of motivation and readiness for change. Research shows that as motivation levels increase, participants are more likely to engage in treatment and interventions the program offers.

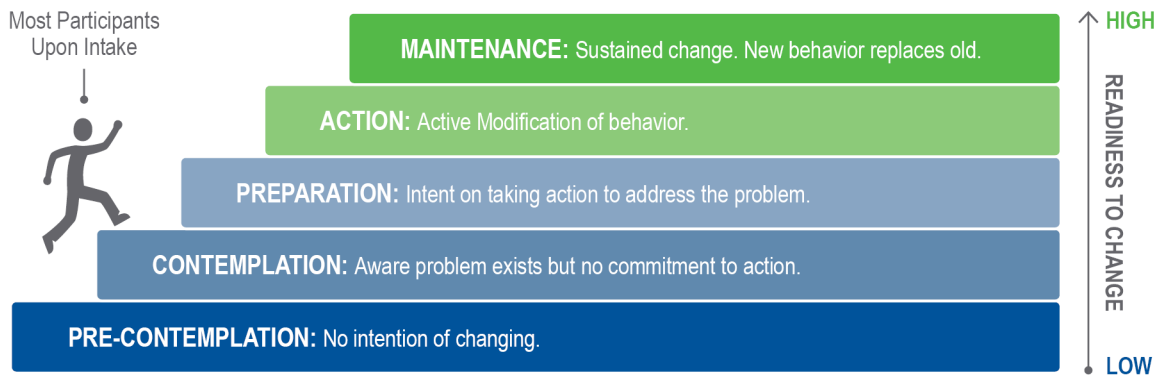
BI Juvenile Services program staff will conduct Orientation to welcome youth to the program, demonstrate how the program can benefit them, answer questions they may have, and help them feel that they are a part of the process. During a brief interview, staff will provide information about our staff, outline youth roles and responsibilities, including their own personal motivation, and help them understand their role in individualized case planning. These interactions allow youth participants to:

- Understand how the program can be a helpful, supportive asset to their lives.
- Increase their motivation to engage in treatment activities.
- Build a positive support system with the facility and the community.
- Remain compliant with conditions of Napa County supervision.
- Participants receive an Orientation Overview summarizing pertinent information that participants can share with their support network.

Enhancing Intrinsic Motivation - 5 Stages of Change

The majority of participants who are referred to programming are not ready to take advantage of what we offer. However, our program outcomes show that the longer participants remain in programming, the more likely they are to experience the full benefits and reduce their likelihood of recidivating. Tailoring program delivery to youth participants' Stage of Change, illustrated in Figure 5, is critical to enhance engagement in the program and improve completion rates.

STAGES OF BEHAVIOR CHANGE



(Pacheco, Ignacio. *The Cycle of Change (Prochaska & DiClemente)*. Creative Commons Attribution-NonCommercial. Version 3.3 (2012), www.socialworktech.com)

Figure 5. Participant Stages of Change

GEO personnel work with participants to enhance their willingness to engage in DRC programming by offering Getting Motivated to Change, a motivational enhancement group, as part of the pretreatment process. Participants who exhibit readiness to change at the outset may begin treatment.

Getting Motivated to Change (GMC) is a pre-treatment intervention targeted to Participants in the pre-contemplation or contemplation stage of change. Adapted from the Texas Christian University curriculum of the same name, GMC utilizes the National Registry of Evidence-Based Programs and Practices Node-Link mapping process to acclimate new Participants and prepare them to successfully complete more intense interventions, topics include: Motivation 101, The Art of Self-Motivation, Improving Self-Talk, and Focusing on Planning for Change.

Please see Exhibit 4—Sample Program Orientation for Youth Participants for a sample of BI's Program Orientation for youth participants at our Fresno County DRC.

Assessments

BI Juvenile Services program personnel will use the assessments provided by Napa County Probation, along with in-person interviews, to determine the individual risks and needs of each youth and establish a baseline for measuring progress. Based on assessment results, BI personnel recommend programming targeted to each youth’s unique criminogenic risks and needs profile. Case Managers meet with each participant to review assessment results and develop an Individual Success Plan (ISP), which includes setting goals, identifying barriers, and creating actions towards attaining their goals. BI proposes to use the following assessments:

Texas Christian University Adolescent Thinking Forms measure changes in thinking styles and thinking errors. Used as a pre- and post-assessment, the Adolescent Thinking Forms collects information on changes in key factors related to adolescents’ maturation and desistance to crime, including control over personal drug use, drug culture, negative urgency, positive urgency, premeditation, attention, problem-solving efficacy, drug resistance, assertiveness, invincibility, and optimism/hope.

Adverse Childhood Experiences (ACE). Figure 6 illustrates the factors identified by a landmark study, conducted by the Centers for Disease Control and Prevention and Kaiser Permanente, indicating a significant correlation between the number of Adverse Childhood Experiences (ACE) a person experiences with a variety of negative outcomes in adulthood including poor physical and mental health, substance use disorder, and risky behaviors.

In an effort to enhance the BI’s awareness of—and response to—traumatic experiences youths may be struggling with; we will complete an ACE Questionnaire with referred participants. This tool asks participants to self-report on past experiences such as neglect, household substance abuse, verbal abuse, parental separation or divorce, household mental illness, and physical abuse.

Staff will maintain an environment of growth and healing that addresses abuse, neglect, and dysfunction so participants feel comfortable disclosing sensitive information and have an opportunity to begin breaking the cycle and effects of ACE.

ADVERSE CHILDHOOD EXPERIENCES CATEGORIES

ABUSE



Physical Abuse



Emotional Abuse



Sexual Abuse

NEGLECT



Emotional Neglect



Physical Neglect

HOUSEHOLD DYSFUNCTION



Mental Illness



Incarcerated Relative



Mother Treated Violently



Substance Use



Divorce

Figure 6. ACE Impact Health and Recovery

Youth Level of Service / Case Management Inventory (YLS/CMI) | Level of Service / Case Management Inventory (LS/CMI)TM. The Youth Level of Service/Case Management Inventory 2.0 (YLS/CMI 2.0/CMI 2.0TM) is a risk/needs assessment and a case management tool combined into one valid and reliable risk system that assesses the risk for recidivism by measuring 42 risk/need factors over the following eight domains: prior and current offenses, family circumstances/parenting, education/employment, peer relations, substance abuse, leisure/recreation, personality/behavior, and attitudes/orientation. Information from the YLS can be utilized to assist probation departments in determining the appropriate level of supervision for youth, help to establish case plan goals, and to better allocate department resources in order to achieve the effective outcomes for youth and their families.

Individual Success Plans

Based on assessment results, BI personnel will work with each participant to develop an ISP, which targets the highest risk/needs areas, outlines treatment and discharge goals, identifies barriers and opportunities to reaching those goals, including family engagement support and services—providing a more a seamless transition to community resources and continuity of treatment upon release.

ISPs will incorporate risk areas highlighted throughout the assessment process, the participants self-identified needs, priority services designated by the County, and observations made by BI personnel. This document will serve as the foundation of the participant’s treatment, identifying problem areas, treatment goals, and interventions.

Case Management

Based on our recent experience partnering with other County agencies throughout California to implement in-custody youth programming, BI anticipates that our case management services will focus on providing group sessions, coordinating high volumes of services, and matching youth participant treatment plans to those services. BI staff will actively participate with the County and Probation Juvenile Hall, community providers, and other stakeholders within the facility in a multidisciplinary team process to collectively monitor participant progress and adjust programming plans accordingly.

Individual Cognitive Behavioral Treatment (ICBT)

Individual Cognitive Behavioral Treatment (ICBT) sessions will be held regularly with the Case Manager, as we believe these sessions are a primary mechanism for instilling behavior change.

During these sessions, youth focus on completing responsive programming based on their risk/need assessment and other relevant factors. We understand that each participant is unique, and a one-size fits all program is not sufficient. Individual needs will be addressed, and program components will be modified as needed.

As appropriate, BI program staff will work with youths to incorporate their family into ICBT sessions, which can help the family learn what the participant is learning and how the family can assist them in their journey.

BI Juvenile Services program staff will ensure youth participants meet in a safe and secure environment to address the impact of their incarceration, as well as the impact on their family. All staff are trained to work with diverse family members, prosocial support situations, and breaking the cycle of incarceration and truancy. Our program is customized to meet the needs of each participant and their families, and progress toward their treatment goals.

Juvenile Moral Reconciliation Therapy (MRT)[®]

Juvenile MRT, Correctional Counseling Incorporated is an aspect of our overall delivery of Cognitive Behavioral Treatment (CBT). By engaging in MRT, participants develop the thinking, behavioral, and life skills needed for a healthy and prosocial lifestyle. MRT is a step by step, cognitive rehabilitations system that is designed to help participants: Change antisocial and criminal thinking, make better decisions about how to act in and respond to various situations, develop higher levels of thinking and reasoning, Break the cycles of addiction and criminal behavior CBT is based on the belief that individuals can change their behaviors by changing their thinking.

Thinking for a Change

BI Juvenile Services program staff will ensure that participants with an identified need receive cognitive behavioral programming including Thinking for a Change (T4C)

T4C is designed to help participants change their behavior by changing their thinking. T4C stresses interpersonal communication development and confronts thought patterns that can lead to problematic behaviors. The program has three components:

- **Cognitive Self-Change.** These lessons provide a thorough process for self-reflection. Lessons are concentrated on uncovering antisocial thoughts, feelings, attitudes, and beliefs.
- **Social Skills.** These lessons help participants engage in pro-social interactions. Lessons are based on self-understanding and an awareness of the impact that actions have on others.
- **Problem Solving Skills.** Integrating the two other components, these lessons provide a step-by-step process for addressing challenges and stressful situations.

Life Skills - Cognitive restructuring/skill building

[Coping](#) and [Life Skills](#) by R1 Learning (R1) is grounded in proven behavioral health models, adapted from the work of the original authors and experts and supported by research. The central tools of the system, the Discovery Cards, provide a hands-on, concrete approach that enables both practitioners and clients to learn and apply these theories to real-life situations and circumstances. R1's tools are effective and easily adapted for different populations and settings and by practitioners at all levels of knowledge, skill, and experience. By combining the most effective content with a structure for effective implementation, R1 fosters greater engagement with treatment, counseling, and coaching

—empowering individuals to live a healthier life and reach their full potential. Discovery Cards topics include Emotional Triggers, Stages of Changes, Values, and others.

Trauma-Informed Care Approach

As an element of our trauma-informed approach the following curriculum will be used to lead group or individual sessions to address the needs of participants requiring trauma resolution. [Voices: A Program of Self-Discovery and Empowerment for Girls](#) addresses the needs of adolescent girls and young women. The Voices curriculum uses a variety of therapeutic approaches, including psychoeducational, cognitive behavioral, mindfulness, body-oriented and expressive arts.

[A Young Man's Guide to Self-Mastery](#) curriculum helps participants understand the effects of adversity and trauma in their lives, increase communication skills and build healthy relationships. It is a trauma-informed, gender-responsive treatment program that addresses the impacts of socialization and adverse traumatic life experiences. Social thinking, building empathy, increasing self-awareness, and improving communication.

Substance Use Treatment

[Cognitive Behavioral Interventions-Substance Use Youth \(CBI-SUY\) University of Cincinnati](#) helps to create an action-oriented environment conducive to intensive interactions between group members and skill development using roleplay, behavioral practice, and other activities. The curriculum was developed for justice involved youth with moderate to high needs for substance use treatment. CBI-SUY is informed by the National Institute of Corrections principles of effective intervention and incorporates a cognitive behavioral approach. The program places heavy emphasis on skill-building activities to assist with cognitive, social, emotional, and coping skill development. The components of the curriculum include: Pre-treatment, Motivational Engagement, Cognitive Restructuring, Emotional Regulation Social Skills, Problem Solving, and success Planning.

Restorative Justice

[Victim Awareness®](#) by [The Change Companies](#) helps participants begin to consider the idea of taking personal responsibility for their irresponsible and criminal behavior. They look at the ripple effect of their behavior on themselves, their victims, their victims' families, their families and their communities and consider ways to make amends for the harm they caused.

Gang Intervention and Prevention

The [Phoenix/New Freedom Gang Intervention](#) curriculum is a validated, comprehensive program focusing on the core of high-risk behavior—addressing topics such as anger management, depression, anxiety, self-harm, substance abuse, trauma, and sleep disorders, and providing key coping and problem solving skills for successful reentry and relapse prevention. Incorporating CBT and Motivational Interviewing the Phoenix/New Freedom Gang Intervention curriculum can be delivered in group and individual settings, allowing for greater programming flexibility.

Transition Planning & Aftercare

[Our service delivery is designed to seamlessly support any participant that transitions from the In-Custody program to community-based services and support.](#)

BI understands that program participants can benefit from continued treatment, services, and pro-social support upon release to the community after incarceration. Our program design includes connecting participants with local providers, organizations, and programs that offer supplemental programming, employment and education opportunities, internship and volunteer opportunities, social services, mentorship, and other critical resources that promote successful community reentry.

Comprehensive reentry planning starts with each participant's ISP, which includes specific and detailed [Relapse Prevention Plans](#) and [Discharge Plans](#) that outline discharge goals and identify barriers and opportunities to reaching those goals, providing a seamless transition to community resources upon release.

The participant and BI program personnel will work together throughout the program to develop and refine a relapse prevention/success plan that identifies triggers and warning signs for relapse. This plan will also identify resources and strategies for maintaining sobriety. Each participant's network of support will be a component of this plan—BI personnel will explain how to best make use of those resources

During discharge planning, participants will create, practice, and refine their plans of action. This concrete tool will help participants continue the success they achieved in the Juvenile Services program. The Discharge Plan will also identify basic needs to ensure reintegration challenges are fully addressed, including transportation, housing, financial resources, job, educational/vocational, clothing, medical/mental health, food, and self-help groups.

Community Connections. Our development of a broad network of community-based resources is critical to addressing essential participant needs and ensuring ongoing support. We facilitate these important connections using the following approaches:

- **Napa County Community Corrections Partnership (CCP)**—BI has participated in the Napa County Community Corrections Partnership since its inception in 2011. Our CCSC Program Manager regularly attends CCP meetings to present on Napa CCSC program outcomes, provide updates on events and happenings at the CCSC, i.e., graduations, open houses, anniversary celebrations, and other events, and represent GEO as a collaborative partner with the other Napa County criminal justice stakeholders and community partners.
- **Napa County Juvenile Justice Coordinating Council (JJCC)**—BI Juvenile Services Supervising Case Manager and Program Manager will participate in Napa County JJCC meetings and events to ensure that our program actively supports cohesion and collaboration across the County’s youth justice interests and stakeholders.
- **Warm Referrals to Other Providers**—including assistance in setting-up initial appointments and maintaining open communication with providers to help facilitate a seamless service delivery.
- **Community Connections Events**—As permitted by the County, BI program staff will collaborate with the County, its partner providers, and facility personnel to provide opportunities for participants to listen, learn, and engage with connections in the community.
- ***GEOREENTRYCONNECT Website***—a free 24/7 resource that offers an online directory of relevant local resources, inspirational stories, and connections to pro-social supports. *GEOREENTRYCONNECT* (illustrated in Figure 7) contains a directory of community providers to assist with appropriate referrals and ensure participants receive necessary health treatment.

As part of transition planning, youth and their families will benefit from BI's extensive network of community volunteers, organizations, institutions, and agencies that offer specific resources they may need. The directory also includes mental health, substance abuse, and housing service providers. **GEOreentryCONNECT** is continuously updated to reflect the changing needs of the population and ensure all contact information is current and accurate.



Figure 7. GEOreentryCONNECT[®] helps participants find and access community resources.

- **GEO.HonestJobs.com**: BI recognizes that employment is a key element in the reduction of recidivism⁴; however limited access to employment is a major barrier that justice-involved individuals face. To assist Juvenile Services program participants with acquiring **stable, meaningful, and gainful employment opportunities**, our organization partners with **Honest Jobs**, the nation's largest online fair-chance employment resource.

GEO.HonestJobs.com makes job searching easier and more efficient by identifying occupations most compatible with each participant's unique criminal record. Their technology focuses on jobs with the highest likelihood of success so that participants can take control of their future. Honest Jobs has acquired agreements with over 1,300 major companies and thousands of smaller businesses nationwide. The platform offers daily job-lead updates, and individualized online support, which makes them the most successful referral agency for fair chance hiring.

Through the Honest Jobs platform, fair-chance employers consider each person on a case-by-case basis. The consideration process includes defining the position related skills, determining if the conviction is a direct conflict with the work to be performed, applicant references, rehabilitation efforts, and any Career Technical Education or Ready to Work program completions. Honest Jobs will contact each participant after creating an enrollment account and assist them with building an online profile, creating a resume; if they don't have one and refer them to job opportunities that they are more likely to acquire. *BI is proud to provide this innovative partnership with Honest Jobs at no cost to the County.*¹

⁴ Yang, C., Local labor markets and criminal recidivism, Journal of Public Economics, Volume 147, 2017, Pages 16-29, ISSN 0047-2727, <https://doi.org/10.1016/j.jpubeco.2016.12.003>.

- **Deepening Community Provider Network Resources**—Our goal is to support the County in linking youth’s reentry needs with existing services in the community. The proposed Juvenile Services program has access to an established network and understanding of service providers in the community, and program staff will continuously evaluate our provider networks against the identified needs of youth participants. If any category is either unidentified or underserved by the existing provider network, BI staff will conduct outreach in the community to build new relationships that satisfy the need.

Family Services

We recognize family often serves as a support system that can increase the likelihood of a participant’s long-term success. Additionally, family members can also benefit from BI’s ability to provide the tools and communication skills needed to make lasting lifestyle changes. In collaboration with the County, program staff will strive to engage each participant’s family members and other supports as much as possible.

Individual and Family Engagement Goals. Based on assessment results, BI staff will collaborate with the County, Juvenile Probation Hall personnel, and youth participants to create goals related to them and how they engage with their family members. In our experience, participants are more successful in reducing risk factors for recidivism when they are actively involved in the change process and have taken steps to actively identify the reasons for change that are most important to them and their family members.

BI Juvenile Services program staff will ensure participants meet in a safe and secure environment to unite families to address the impact of their incarceration and the impact on the family. All staff are trained to work with diverse family members and prosocial support situations and breaking the cycle of incarceration and truancy. Our program is customized to meet the needs of each participant and their families, and progress toward their treatment goals.

As approved by the County, BI will coordinate Family Events to give participants the chance to share unique experiences with their families. Family members participate in structured, observed, and prosocial activities together. BI program staff are continuously working to increase the positive involvement of participant family members within the youth program.

Location

BI proposes to provide, coordinate, and administer cognitive-based interventions and evidence-based programming for both male and female youth under the care, custody and supervision of the Napa County Probation Department. BI program staff will be on duty Monday through Friday, 12 pm to 8 pm, with some flexibility to accommodate modified scheduling that the County and BI mutually agree to be advantageous to efficient and practical delivery of services.

Multidisciplinary Team Approach

Maintaining collaborative relationships with the County’s personnel and current community-based providers will be a priority for BI’s program staff, and local and regional leadership teams. We invest time, commitment, and resources to ensure we provide the most targeted, comprehensive programming and services to participants—while also delivering the results our agency partners have come to expect from us. These efforts could include the following:

- A. BI staff engage with County and Juvenile Probation personnel through day-to-day program operations—as well as during formal events such as milestone celebrations, program graduations, and other pro-social activities hosted by the program.
- B. Regular meetings between County, Juvenile Probation personnel and BI staff to discuss youth progress status, program scheduling, and case planning.
- C. Daily communications with supervising personnel via email, phone, and in-person meetings to discuss program updates, holding youths accountable, and ongoing efforts to increase program engagement and attendance.
- D. BI staff attend Community Corrections Partnership meetings and provide operational updates on the programs.
- E. BI provides County stakeholders with a variety of program reports and outcomes.

BI is experienced at operating by the standards of the custodial facilities where we deliver programming. Furthermore, we embrace our role as part of a multidisciplinary team to support the youth’s engagement and success with programming. We will actively engage with facility staff, , and other key social support within the facility to both do what is right for the youth participants and comply with the youth facility standards.

County and Community Partner Collaborations

We place a strong emphasis on developing collaborative community partnerships and maintaining a network of wrap-around support for participants. We work with correction agencies, provider-partners, and community stakeholders throughout our in-custody and community-based reentry programs nationwide to provide justice-involved individuals with a continuum of care that supports their success and reduces recidivism.

BI personnel will collaborate with multidisciplinary teams and justice partners, pre- and post-release, to address participants’ needs and community treatment placement options for eligible Juvenile Services program participants. BI personnel will provide regular updates regarding treatment plans, case plans, behavioral evaluations, discharge plans, and progress notes to make informed decisions pertaining to participant care.

Collaborations have included participation in Community Advisory Boards and organizing reentry roundtables that deepen partner-provider networks and foster ongoing community support. We welcome the opportunity to participate with the County and its stakeholders as a partner to address the issues of reentry and impacts to the community.