Community Corrections Partnership (CCP)  
Special Meeting  
Agenda  
Thursday, July 3, 2014 – 11:00 a.m.  

Monterey County Probation Department  
Juvenile Hall Large Conference Room  
1420 Natividad Rd, Salinas, CA 93906  

Welcome  
Welcome & Introductions – Chief Real  

Public Comment (limited to 3 minutes per speaker)  

Regular Agenda  

1. Discuss Probation proposal to fund the Adult Placement Program with AB 109 funds – for possible action  

2. Discuss Behavioral Intervention (BI) contract for FY 2014-15 – for possible action  

3. Other/ Announcements  
   A. Date of next regular CCP meeting – August 11th  

4. Adjournment  

Brown Act information: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. A person with a disability who requires a special modification or accommodation in order to participate in the public meeting should contact the Monterey County Probation Department at (831) 755-3913 as soon as possible, and at a minimum 24 hours in advance of any meeting.
May 5, 2014

Proposal: Adult Placement Program
Department: Probation
Estimated Cost: $81,764
Position: 1.0 FTE Probation Aide

Background
On June 26th 2012, the Board of Supervisors approved a budget augmentation in the amount of $80,000 to resume and implement the Monterey County Adult Placement program for eligible adult offenders; it was subsequently determined that Probation would be funded to assume responsibility for its implementation.

The purpose of this program is to pursue, identify, and facilitate the placement of eligible adult offenders into residential alcohol and drug programs, both within and outside Monterey County. The Monterey County Adult Placement program redirects eligible offenders from local custody to appropriate treatment facilities, and thus lessen the burden on jail overcrowding.

The Probation Aide assigned to this position provides residential treatment placement services to County Jail inmates who are eligible to participate. It includes assessment for residential treatment, program enrollment, and transportation to both in-county and out-of-county residential facilities.

The program requires a close collaboration and coordination between the Superior Courts of Monterey County and Monterey County agencies, including Probation, Public Defender’s Office, District Attorney’s Office, Health/Behavioral Health, and the Sheriff’s Office.

Position Duties
- Identify current residential alcohol and drug programs within Monterey County and those utilized by Monterey County as out-of-county placements.
- Maintain contacts with residential program and coordinate activities and logistics. Identify the parameters in each respective program for placement.
- Collect, identify, and investigate potential eligible in-custody and eligible out-of-custody clients through a variety of collaborative sources. Conduct a placement assessment to ascertain placement into residential or outpatient treatment. Provide program orientation, program information, rules and regulations to eligible clients.
- Conduct urinalysis tests and maintain record keeping of test results. Provide transportation of in-custody and out-of-custody qualified clients to treatment programs, both within Monterey County as well as out of county.
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Program Cost Breakdown - $81,764
- 1.0 FTE Probation Aide position Salary and Benefits $75,908
- Services and Supplies $5,856
  - Vehicle lease for transportation of offenders to the programs
- Vehicle gas out-of-county
- TAAD Assessment booklets: $1,000/year

**Program Benefits**
This is a valued and needed program to provide cost efficient, professional and responsible assessment and placement into treatment, thus eliminating the need for probation officers to rely on family members or transporting inmates themselves. Most importantly, those individuals who are appropriate for treatment are placed in a timely manner, thus reducing time spent in jail, unnecessarily occupying custody beds, while waiting for treatment.

**Program Data:**
- Clients Interviewed and Assessed:
  - From inception (October 2012) to Third Quarter (Jan-Mar) 2014: 277
  - Average for last six months: 17/month

- Clients Placed in Residential Substance Abuse Treatment
  - From inception (October 2012) to Third Quarter (Jan-Mar) 2014: 294
  - Average for last six months: 21/month
June 17, 2014

Dear Monterey County Probation Chief:

In an effort to continue our productive relationship with the Monterey County Probation Department, BI Incorporated would like to propose an updated pricing plan for our Day Reporting Center (DRC) in Monterey County. The cost per client on a fixed fee contract allows us to offer our most competitive pricing because it eliminates the downside risk associated with there being a potentially low number of clients in the program and helps ensure that the fixed costs of operating the program are covered. However, we understand the preference for a per diem contract. Therefore, our proposed updated pricing, which can be seen below, involves a fixed fee for the first 55 clients, a per diem fee for each client from 56-75, and lower per diem fees for each client from 76-100 and greater than 100. The benefits of this approach are the following:

- **Significant savings to the County vs. today's contract pricing at lower program census levels:** At 55 clients, the County will pay $50,187.50/month vs. $90,000/month under the current pricing. This is a savings of $477,750 per year.
- **Cost of the program at 100 clients has increased savings:** Total cost associated with this updated pricing proposal at 100 clients is $30,625 less than the current cost that the County is paying for up to 100 clients. This secures the County’s ability to accommodate up to 100 clients while preventing overpaying for slots not being utilized.
- **Dramatically reduces the likelihood of the County paying for capacity that it is not using:** If the program census has historically been near 60 clients, the payment under the new proposed pricing would be $54,750/month vs. $90,000/month under the current pricing. This is a savings of approximately $423,000 per year.

**Proposed Pricing**

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For example, if the Monterey County DRC had an average daily population of up to 55 clients, BI would bill the County $50,187.50 per month. This translates into a fixed $30 per diem per client per day.

If the DRC had an average daily population of 60 clients per day during a given 30 day month, BI would bill the County $50,187.50 + (5 x $30 x 30) = $54,687.50 per month.

If the DRC had an average daily population of 90 clients per day during a given 30 day month, BI would bill the County $50,187.50 + (20 x $30 x 30) + (15 x $25 x 30) = $79,437.50 per month.

Sincerely,

Loren Grayer
Vice President, Re-entry Services
BI Incorporated, a GEO Group Company
Phone: (561) 999-7548 Fax: (561) 999-7621
lgrayer@geogroup.com
EXHIBIT-A

To
Service Agreement
by and between
Probation Department, hereinafter referred to as “COUNTY”
AND
Behavioral Interventions, Incorporated, hereinafter referred to as
“CONTRACTOR”
Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

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

1. Day Reporting Center (DRC). The DRC is intended to provide alternative options for the Probation Department and California Department of Corrections and Rehabilitation (CDCR) to divert individuals from formal violation of probation proceedings and incarceration. Individuals will be referred by the Probation Department and by the local parole office.

2. Facility Location

2.1. The DRC facility shall be located and operated in Salinas, California. Contractor is responsible for locating the site, either by lease or ownership.

2.2. Facility shall be on a single site selected by Contractor and approved by the Probation Department. The facility selected by the contractor is subject to final approval by the Probation Department.

2.3. Contractor shall provide County with a copy of an executed lease on an approved facility sufficient to lease the facility through June 30, 2015.

2.4. Facility shall be of adequate size to accommodate the participant levels, including necessary support services and utilities. Facility should provide private counseling rooms, group meeting areas, classrooms, rest room facilities, reception area, and office space. Contractor will be required to provide all furnishings, fixtures and equipment to operate the facility.
2.5. Facility shall conform to all applicable zoning and building codes, including Americans with Disabilities Act (ADA) requirements.

2.6. Facility shall provide participant programming from 8:00am through 8:00pm Monday through Friday and from 12:00pm - 5:00pm on Saturday and Sundays. The facility will be closed on all County holidays as observed by Monterey County.

2.7. Facility shall provide adequate parking for participants with their own transportation.

3. Program Placement

3.1. The Monterey County Probation Department will subcontract with CDCR to allow up to 30 parolees to attend the DRC at any given time.

3.2. The Agreement for services with Behavioral Interventions regarding services at the Monterey County DRC shall remain exclusively the subject of this Agreement between BI and the Monterey County Probation Department. BI shall not contract directly with CDCR for services at the Monterey County DRC.

3.3. The Monterey County Probation Department and CDCR will determine which participants will be selected and referred to the DRC.

3.4. The Monterey County Probation Department will use best efforts to maintain a minimum average daily population of 100 adults following program startup.

3.5. Referrals will be made using a Department approved Referral Form. Referral information should include but are not limited to:

3.5.1. Court Orders
3.5.2. Pre-Sentence Reports
3.5.3. Any available Criminal, Legal, and/or Social History

3.6. Referrals must be made to the entire program. Participants may not be referred to portions of the program.

3.7. Contractor will notify the appropriate Probation and Parole representative whether the participant has reported to the DRC as ordered.

3.8. Contractor will screen participants referred to the program for acceptability and inform probation staff of the decision for placement within three (3) business days of Contractor's receipt of referral. Any participant placement rejections shall be reported to the appropriate Parole and Probation Department representative.
4. Program Components

4.1. The contractor shall provide individualized programming for each participant as required by the participant’s risk and needs assessment

4.1.1. Contractor must use a validated assessment tool that is shown to measure for criminogenic risk and need.

4.1.2. Contractor must complete a risk and needs assessment within seven (7) days after the participant’s arrival at the DRC.

4.1.3. Contractor must develop a Behavior Change Plan for each participant. This plan must:

   4.1.3.1. Address risk, needs, responsivity, and treatment principles.

   4.1.3.2. Target identified criminogenic needs.

   4.1.3.3. Be reviewed and updated no less than every 60 days.

4.2. The Contractor shall ensure that participants maintain daily program contact/activity following an orientation/assessment period.

4.3. Case files must be retained for a minimum of three (3) years following an participant’s discharge from the DRC. The Contractor is responsible for ensuring case files are maintained.

4.4. Contractor must use a recognized cognitive behavioral curriculum.

   4.4.1. Contractor’s staff must be trained in cognitive curriculum techniques by certified cognitive behavioral trainers.

   4.4.2. Contractor must provide documentation upon request of when training occurred and who provided training.

4.5. Contractor’s staff must be trained in Motivational Interviewing techniques by a qualified trainer. Contract must provide documentation upon request of when training occurred and who provided training.

4.6. Each participant will participate in a multiple phase program that must incorporate the following:

   4.6.1. Orientation and Assessment

   4.6.2. Behavior Change Plan

   4.6.3. Daily Check-In at the DRC

   4.6.4. Breathalyzer Testing for alcohol use

   4.6.5. Urinalysis Testing for Drug Use

   4.6.6. Substance Abuse Education and Treatment

   4.6.7. Anger Management

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

5. Program Phases

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

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

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

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

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

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

6. Personnel

6.1. The Contractor shall provide adequate and qualified staff for the overall administration of the program in compliance with County rules, directives and evidence based practices.
6.1.1. Program Manager to be responsible for the overall operation of the DRC.
6.1.2. Case Managers to provide for the supervision and treatment oversight of clients, to coordinate client progress and movement through the program and to maintain continual contact with the supervising county authority.
6.1.3. Client Services Specialists to ensure that at least two (2) staff persons on the facility premises are alert, available and responsive to clients' needs.
6.1.4. Program Specialists to provide treatment, consultation, education classes, employment assistance, assessments, behavior change plans and to address other client needs.

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

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

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

6.5. Staffing Plan

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

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

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

7. Program Accountability

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

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

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

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

8. Evaluation/Participant Monitoring

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

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $1,080,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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

The Agreement shall not exceed the sum of $1,080,000.00.

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

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

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