

**Contract Between:**

**Louisville/Jefferson County Metro Government  
("Metro Government")**

**And**

**B.I. Incorporated  
("BI")**

**For Services in a  
Day Reporting Center**

## **1. Background**

On September 24, 2009 the Metro Government issued Request for Proposal Number 1901 ("RFP") which announced the Metro Government plans to establish and operate a day reporting center funded primarily through the use of federal ARRA grant funds. A Metro Government selection committee reviewed and evaluated proposals and advised BI, through a written "Notice of Award" that it had been selected to receive funding to operate a Day Reporting Center ("DRC"). The award was made on the basis of the proposal submitted by BI.

## **2. Scope of Agreement**

(a) It is understood that this document ("Contract"), the Scope of Work attached hereto and incorporated herein as Exhibit A, the required federal terms attached hereto as Exhibit B and the Metro Government's Request for Proposal (RFP) shall constitute the scope of this Agreement ("Agreement").

(b) BI agrees to perform all acts and services and comply with all duties and promises as described in this Agreement.

(c) The Metro Government agrees to perform all acts and services and comply with all duties and promises as described in this Agreement.

## **3. Term and Effective Date**

The term of this contract shall be for a period of two (2) years beginning February 1, 2010 and extending through January 28, 2012, provided, however, that this Contract shall terminate immediately only if the Louisville Metro Council fails to appropriate funds for it. Payment for services performed hereunder shall be made through the last day for which an appropriation has been made. The term may be extended for additional periods of one year each upon the written agreement of the parties.

## **4. Target Population and Program Size**

The Metro Government will assign clients to the DRC. Assignment of clients shall be in accordance with criteria established by the Metro Government for the purpose of evaluating whether the potential client is an appropriate candidate for the DRC. Clients not meeting the criteria shall not be referred to the DRC.

The estimated capacity to serve 40 pretrial and sentenced clients, as well as 35 in custody clients.

## **5. Pricing**

(a) The annual price is \$295,000.

(b) Case Management Metro Government will be charged a flat monthly fee of \$19,583.34 for Case management.

(c) Technology Metro Government will be charged \$5,000 monthly for use of AccuTrax, BI's automated case management system.

(d) Voice ID Metro Government will be charged \$0.49 per call. An average of four (4) calls will be made per enrolled client, per day.

(e) Each month BI shall complete and submit a detailed invoice that includes copies of all relevant documents pertaining to use of grant funds to support services rendered, # of clients served, grant funded personnel, items purchased, etc. to the Metro Government for the previous month. Invoices shall be submitted to the Metro Government by the 10<sup>th</sup> of the month following the month of service.

(f) The Metro Government shall pay properly submitted invoices within thirty (30) days of the date of the invoice.

#### **6. Conflict Resolution Order of Precedence**

In the event of a conflict in terms and conditions among this Contract, the RFP and/ or the Scope of Work, the following order shall prevail for purposes of interpretation:

*First* – The Contract, including Exhibit B

*Second* – The Scope of Work (Exhibit A)

*Third* – The RFP

#### **7. Indemnification**

BI shall indemnify, hold harmless, and defend the Metro Government from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from BI's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of the Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Section 7 of the Contract shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

The Metro Government agrees to indemnify BI, to the extent Metro Government is permitted by Kentucky law for injuries, damages, losses or expenses, including attorneys' fees, arising out of or resulting, directly or indirectly, from Metro Government's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of BI. This Section 7 of the Contract shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**8. Limitation of Liability**

IN NO EVENT WILL BI'S LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROVIDING OR PERFORMANCE OF SERVICE UNDER THIS AGREEMENT EXCEED THE LIMITS OF INSURANCE AS STATED IN THE INSURANCE REQUIREMENTS SECTION OF THE CONTRACT AND REFERRED TO AS **ATTACHMENT A**.

**9. Force Majeure**

BI shall not be liable for any delay in performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of governmental authority or any agent or commission thereof, or similar or dissimilar causes beyond BI's reasonable control.

**10. Notice**

Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Louisville/Jefferson County  
Metro Criminal Justice Commission  
514 W Liberty Street  
Louisville, KY 40202

B. I. INCORPORATED  
6400 Lookout Road  
Boulder, CO 80301

**11. Non-Waiver**

Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

**12. Severability**

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

**13. Insurance**

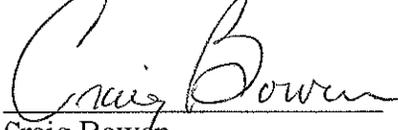
Refer to **Attachment A**.

**14. Entire Agreement**

This Contract, the RFP, and the Scope of Work constitute the entire Agreement between BI and the Metro Government. No variation or modification of the Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties and attached as an amendment hereto.

In consideration of the promises set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the aforementioned parties mutually concur and have affected this concurrence by affixing their duly authorized signatures.

Louisville/Jefferson County  
Metro Government



Craig Bowen  
Director of Purchasing

2/24/10  
(Date)

B.I. Incorporated



Michael E. Hankerd  
Corporate Controller

\_\_\_\_\_  
(Date)

Louisville/Jefferson County  
Metro Criminal Justice Commission



Dr. Deborah Keeling  
Executive Director

2/18/10  
(Date)

\_\_\_\_\_  
(Date)

Louisville/Jefferson County  
Department of Corrections



Mark E. Bolton  
Director

2-22-10  
(Date)

Approved as to Form and  
Legality



Michael J. O'Connell  
Jefferson County Attorney

2/25/2010  
(Date)

## **EXHIBIT A**

### **Scope of Work**

#### **Implementation Plan**

BI will work with Louisville Metro to prepare an implementation plan for the Louisville Metro DRC that will result in an operational DRC within 45 days of contract signing. This implementation plan can be further modified by BI and Louisville Metro staff as needed.

#### **Grant Reporting**

BI will provide detailed reports on the DRC activities required by the Federal Grant (see Exhibit B – Required Federal Terms – for specific reporting requirements) and to demonstrate the effectiveness of the program to the Metro Criminal Justice Commission. Tracking activities and outcomes is crucial for determining the effectiveness of a program. The BI reports will include number of referrals, number of assessments, program attendance, program completions, average length of stay, drug and alcohol test results, employment and education changes, changes in assessment scores, number of community referrals, and participation and progress in treatment.

#### **Services**

BI's DRC provides cognitive-behavioral treatment in the group and individual setting. All clients attend a cognitive skills training group once per week, and meet individually with their assigned case manager for 30 minutes every other week. Case managers will use a criminogenic risk/needs assessment instrument to develop a Behavior Change Plan with each client, and refer clients to local community-based service providers for needed services such as substance abuse treatment and vocational training.

The DRC is an individual cognitive-behavior model that takes clients through three phases of treatment:

- ▶ Phase I: Assessment and Planning
- ▶ Phase II: Treatment
- ▶ Phase III: Discharge Planning

#### **PHASE I: ASSESSMENT AND PLANNING**

When a referred client arrives at the DRC, the BI case manager will conduct an intake with the client to complete all necessary paperwork and provide an orientation to the program. They will then set an appointment for the case manager to administer the risk/needs assessment; if agency staff has already conducted a risk/needs assessment on the client, the agency will send a copy of the assessment results to the case manager.

A risk/needs assessment tool identifies the specific factors contributing to an individual's criminal behavior. The assessment results may include information for the following areas: criminal history; education/employment; family/marital; accommodations; leisure/recreation; companions (anti social associates); alcohol/drug problems; emotional/personal (behavioral characteristics); and attitudes/orientation (attitudes, values, and beliefs).

With this information, case managers create an individualized Behavioral Change Plan targeted to the client's identified criminogenic risks and needs. Not only does this ensure maximum efficiency in the use of resources, but it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase the likelihood of criminal behavior.

### **Decision Tree**

BI created the Decision Tree to ensure consistency in treatment and to assist Case Managers in using assessment results for the creation of Behavior Change Plans. The Decision Tree presents specialized assessments, services, activities, and treatment options for each dynamic risk/need sub score. The Case Manager identifies the client's two or three highest sub scores and uses the Decision Tree suggestions to target the client's specific criminogenic needs in each area. For example, if one of the client's highest sub scores is in the area of alcohol/drug problems, the Decision Tree includes the following options:

- Specialized alcohol/drug assessment
- Drug education group
- Intensive Outpatient Program (IOP) treatment group
- AA/NA group
- Outpatient Substance Abuse Treatment (OSAT) group
- Community referral

### **Specialized Assessments**

Some of the specialized assessments that BI uses are the American Society of Addiction Medicine Patient Placement Criteria, Second Edition - Revised (ASAM PPC-2R), Spousal Assault Risk Assessment (SARA), and Test for Adult Basic Education (TABE). The costs of the assessments tests will be the responsibility of BI and provided at no cost to Louisville Metro.

*American Society of Addiction Medicine Patient Placement Criteria, Second Edition – Revised (ASAM PPC-2R).* Clients are evaluated on six dimensions: alcohol intoxication and/or withdrawal potential; biomedical conditions and complications; emotional, behavioral, or cognitive conditions and complications; readiness to change; relapse, continued use, or continued problem potential; and recovery environment. Each dimension is scored, with Level 0.5 being the lowest risk, and the results of the ASAM assist DRC staff in referring clients to the proper level and intensity of Substance Abuse programming.

*Spousal Assault Risk Assessment (SARA).* The SARA is a clinical checklist of risk factors for spousal assault that assists in ensuring that pertinent information is considered and weighed. Risk factors considered are criminal history, psycho social adjustment, spousal assault history, and current offense, and a summary risk rating gauges the probability of an imminent risk of violence towards a partner and others.

**Test for Adult Basic Education (TABE).** The TABE is the most widely used test for basic adult education skills nationwide. Available in a paper-and-pencil format or online, TABE is a norm referenced, multiple choice test that provides the most reliable measurement of reading, mathematics, and language skills (spelling) for adults. It is the only basic skills test for which all items have been normed on adults. TABE assessments provide BI staff with the information needed to place clients in classes that are appropriate to their particular skill deficiencies. A highly assessment, the TABE provides accurate pre-testing and can be used for employee screening, as well as to measure post-learning gains.

Additionally, the BI DRC will match the local accreditation/licensing standards.

**Change Orientation.** During Phase 1, clients complete the Change Orientation group. This group helps clients move from pre-contemplation to the contemplation stage of change. They will identify problems, review options, weigh the consequences, develop a plan, evaluate the plan, put the plan into action, and monitor progress and regression.

A Case Manager facilitates the Change Orientation group, which uses the *Making Changes* curriculum from The Change Companies. The group meets over the course of a week in four 1½-hour sessions.

A client transitions to Phase II upon completion of all orientation requirements and step 2 of MRT. Phase I should be completed within one month.

## **PHASE II: TREATMENT**

Researchers investigating the factors that lead offenders to respond to intervention discovered that the most effective approach was to encourage offenders to take responsibility for change. As a result, they recommend using an evidence-based approach called Motivational Interviewing (MI) which was originally developed as a strategy for working with substance abusers. Motivational interviewing increases client engagement, retention, and compliance, and improves treatment outcomes. BI case managers receive training in motivational interviewing from nationally certified instructors, and learn to use MI techniques in all interactions with clients.

**One-on-One Case Management.** Each client will meet with his or her assigned case manager bi-weekly for 30 minutes. In addition to tracking progress, case managers use Carey Guides. Developed by the Carey Group, the Carey Guides help corrections professionals by translating evidence-based practices into a series of strategies and short exercises called “15-Minute Tools.” One set of Carey Guides provide counselors with strategies for effective case management, and the other set provides short practical exercises for offenders. Topics include: Anger, Anti-Social Peers, Anti-Social Thinking / Values and Empathy.

**Moral Reconciliation Therapy® (MRT®).** The intent of MRT is to develop moral decision-making strategies in individuals. The system is designed to positively alter how clients think, how they make judgments and decisions about the right and wrong thing to do in

situations, and promote actions and behaviors focused on changing negative relationships. MRT teaches clients thinking and judgment skills in a systematic group process. The system uses a series of structured exercises and tasks to foster development of higher levels of reasoning as well as addressing other important treatment areas. MRT is SAMHSA (Center for Substance Abuse and Mental Health Services Administration) approved, and is also included on the National Registry of Evidence-based Programs and Practices (NREPP).

A BI case manager leads this group, which uses the MRT workbook, *Escaping Your Prison*. The topics covered include: honesty; trust; acceptance; raising awareness; healing damaged relationships; helping others; long-term goals and identity; short-term goals and consistency; commitment to change; maintain positive change; keeping moral commitments; choosing moral goals; and evaluating relationship between inner self and personality. We train staff in MRT, and nationwide have taught cognitive skills to approximately 10,000 clients using MRT. Our staff includes one MRT-certified trainer who teaches staff how to properly conduct an MRT cognitive skills group.

***Coordination of Treatment Referrals.*** The BI case managers will work with Metro Corrections staff and local community service providers to develop Memoranda of Understanding that specify philosophy, approach, and delivery of evidenced based practices. Based on a client's Behavior Change Plan, the case manager will refer the client to the appropriate community service, and will track the delivery of these services.

A client transitions to Phase III upon completion of step 8 of MRT and progress in the Behavior Change Plan. Phase II should be completed in about two months.

### **PHASE III: DISCHARGE PLANNING**

Discharge planning is a key component of the BI Core Program and addresses critical client needs as clients complete the program and move into independent living and decision-making. During Phase III, clients will continue to meet individually with their case manager, and they will complete all steps of MRT. The client develops an Aftercare Behavior Change Plan, which includes a relapse prevention plan, and up to three long-term goals. Each goal includes an action plan.

A client transitions to Aftercare upon completion of the Behavior Change Plan goals and step 12 of MRT. Phase III should be completed in one month.

### **AFTERCARE**

During Aftercare, clients will meet with their counselor for 30 minutes once per month. The meetings will focus on helping clients work their Aftercare Plan. Aftercare is provided at no cost to client or Metro Government.

### **Client Fees**

BI case managers will collect an enrollment fee of \$25 and a daily payment from clients based on the client's ability to pay. BI will work with Metro Government staff to

establish a sliding fee based on client's hourly wage. All monies collected will be credited to an account managed by Metro Criminal Justice Commission account. Clients can pay by money order, Visa, or MasterCard during check-ins.

### **Supervision**

In order to provide phone contact that verifies client locations, the DRC will utilize our BI VoiceID, *powered by AnyTrax* voice verification system. Using only a telephone, BI VoiceID verifies that clients are at home, work, school, or other locations as scheduled. Louisville Metro will have the option to use BI's AnyTrax service in accordance with the prices set forth in Section 5 of the Agreement..

### **TRAINING**

BI staff and Corrections Staff for this project will receive 80 hours of initial training on EBP, delivering cognitive-behavioral treatment, Motivational Interviewing, contract-specific requirements, BI policies and procedures, and BI's case management software. They spend the next 40 hours in on-site training, which includes training in delivering assessments, office-specific procedures, self-defense, and CPR. In addition, all BI case managers must complete no less than 40 hours per year of ongoing training.

### **Data Collection**

The leadership of Louisville Metro should expect meaningful results for the treatment and services provided through the DRC. This progress can only be measured by collecting data and evaluating the results. Our top priority for the Louisville Metro DRC is to successfully reintegrate clients into the community and to avoid new crimes or a return to custody. In order to evaluate the program's effectiveness in achieving these aims, the DRC will collect pertinent data to measure the program's ability to meet outcome objectives. BI requires all DRC staff to collect the following data.

- Client name and contact information
- Assessment results
- Behavior Change Plan
- Check-in dates and times
- Breathalyzer and urinalysis results
- Appearance for scheduled activities (check-ins, groups, etc.)
- Participation and progress in treatment groups
- Employment and education status
- Number of community referrals made
- Whether eligible clients have qualified for SSI, disability, etc.

Complete client files will be maintained for each DRC client in both hard-copy and electronic form. Hard copy files include paper documents requiring signatures, referrals, court papers, and reference materials received in hard-copy form. Active client files will be maintained in a locked environment to ensure security and confidentiality. Closed files

are housed in locked storage for seven years, at which time they are shredded. The data and files shall be considered the property of Louisville Metro Government.

#### **ACCUTRAX**

BI staff for this project will use AccuTrax, BI's automated case management system, to collect client data, document case notes and group notes, and generate intermediate outcome measures. AccuTrax will be available to agency personnel to review and enter client progress.

At midnight every day, AccuTrax generates the scheduled services for the new day and generates violations for required services that were not completed the previous day. Each day, BI staff review the previous day's violations and either confirm or dismiss the violation. Confirmed violations are handled per Louisville Metro Corrections direction, and actions taken are recorded for all violations.

**Data Protection.** AccuTrax requires users to enter a unique username/password to access the system. BI also protects customer data with intrusion detection, a DMZ, firewalls, electronic security, and physical protection. Data is backed up to redundant servers with fault-tolerant disk arrays, and is also backed up to DLT tape daily and stored offsite.

**Reports.** AccuTrax includes numerous pre-defined reports that staff can use to produce statistical reports on one client or all clients. Users can run reports on demand, schedule reports for delivery to email, and create customized reports. Reports can be downloaded and saved, and are available in Word, Excel, Access and PDF formats.

**Outcomes.** Tracking outcomes is crucial for determining the effectiveness of a program. AccuTrax includes an Intermediate Outcomes Report that helps BI management evaluate client progress and program effectiveness. It reports program attendance, program completions, average length of stay, drug and alcohol test results, employment and education changes, changes in assessment scores, number of community referrals, and participation and progress in treatment groups.

**LSI-R.** The DRC staff will use the LSI-R, a validated assessment tool. BI has recently automated the LSI-R tool in order to improve data input and allow for easier reporting. BI staff conduct an LSI-R for each client at intake, and again after six months or upon program completion. All BI Case Managers and others involved in performing assessments will be trained in the use of the LSI-R and receive regular follow up training from one of seven BI LSI-R subject matter experts. The software and reports will be provided by BI at no cost to Louisville Metro for installation on 6 computers.

#### **LOCATION**

The DRC location shall provided by Metro Corrections. Metro Corrections will be providing the space, furniture, phone lines, computers and internet connectivity.

### **HOURS OF OPERATION**

The DRC will be open to provide monitoring and treatment services. BI and Metro Corrections will work together to develop a DRC schedule to accommodate the work schedules of participants.

### **PERSONNEL**

Louisville Metro intends to open a DRC staffed with several key positions. The DRC staff includes a Program Manager, Case Managers, Client Services Specialists, and an Education/Employment Coordinator. BI will employ one full time Program Manager and two full-time Case Managers. Metro Corrections will provide at least 3 personnel to perform the duties of a third Case Manager, Client specialists and the Education/Employment Coordinator. Personnel hired by BI will be required to pass a security check conducted by Metro Corrections. BI's corporate infrastructure will provide significant support for the DRC in terms of oversight, training, and program evaluation.

#### **Program Manager**

The DRC Program Manager is directly responsible for the quality of services at the DRC. While this person has local decision-making authority, he or she also has the support of a national infrastructure that will help them meet the daily demands of the DRC. The Program Manager is familiar with managing clients in community corrections, BI's behavior change philosophy, and is an effective communicator. The Program Manager reports to the BI Regional Manager.

BI's Program Managers receive additional training to prepare them for the scope of their duties. They are responsible for the day-to-day running of program operations, ensuring that staffing levels are met, and that quality service is maintained. BI Program Managers have backgrounds in corrections and are specially trained in customer relations.

They understand the need for a consistent flow of communication and the importance of ensuring that customer requests are responded to quickly. The Program Manager (or an appointed designee during any absences) will be the primary source of contact for Louisville Metro personnel. In addition to this regular communication, BI's DRC Program Manager will be available during normal office-operating hours and by cell phone or pager after hours.

#### **Case Manager**

Case Managers (Behavior Change Managers) assess and evaluate referred clients to determine each client's readiness for treatment, as well as any educational, vocational, and employment needs. This position delivers the service programming. They communicate regularly with the DRC Program Manager and supervising Louisville Metro Corrections staff regarding clients' progress, needs, concerns, and issues.

The Case Manager provides face-to-face services to clients; administers the risks/needs assessment; develops and monitors client progress through all phases of the program with the Behavior Change Plan; makes referrals to outside agencies as needed; maintains progress notes in client files; and keeps the supervising Louisville Metro Corrections staff informed of client progress toward successful completion of the program.

Case Managers monitor a number of key program indicators to determine client compliance, risk factor fluctuation, and the need for supervision and/or additional programming.

Program indicators include but are not limited to:

- Number of incident reports and client infractions.
- Attendance
- Alcohol usage
- Attitude
- Number of positive urine tests
- Employment or progress toward securing employment
- Level and quality of participation
- Stability of living situation
- Progress in treatment and compliance with group requirements
- Completion of supervision orders

With these indicators, Case Managers will track and document a client's progress through DRC programming, including accurate and timely reporting to the supervising Louisville Metro Corrections Staff.

Specific case management responsibilities include:

- Tracking the number of client incident reports and misconduct
- Meeting and assessing the client during the Orientation and assuming responsibility for the case throughout the client's time at the DRC
- Designing the written, individualized Behavior Change Plan with each client
- Ensuring the Behavior Change Plan is signed and dated by the appropriate staff, the client, and the supervising Louisville Metro Corrections Staff.
- Meeting with the client individually at least once per month and documenting pertinent information
- Ensuring the client is put in contact with, or develops, appropriate resources for needs such as transportation and housing
- Reviewing and discussing any changes in a client's Behavior Change Plan with the client and the supervising Louisville Metro Corrections Staff, and ensuring that it is signed by all involved parties
- Writing summaries of progress and program compliance every month (including any incident reports) or as requested by the Louisville Metro Corrections Staff, and delivering a copy of these reports to the Corrections Staff or other Louisville personnel as requested.

- Maintaining up-to-date and accurate electronic and hard copy client files
- Delivers the service programming.

#### **METRO CORRECTIONS RESPONSIBILITIES**

Metro Government shall provide office space for three BI staff (Program Manager and two case managers) and one group room to accommodate up to 15 clients. Additionally, Metro Government shall provide furniture, utilities, high-speed Internet connectivity, computers, copier / fax / printer, and office services such as security and cleaning.

Metro Corrections will provide at least 3 personnel to perform the duties of a third Case Manager, Client specialists and the Education/Employment Coordinator.

#### **Education/Employment Coordinator**

The Education/Employment Coordinator conducts education and/or employment assessments, creates individual education and/or employment plans for each assigned client, and documents client progress. He or she also conducts on-going job preparation, job retention, and life skills classes; establishes and oversees job preparation and computer skills training resources; and provides referrals, as appropriate, to state and private employment agencies and vocational schools. The Coordinator monitors client attendance and completion of training; develops on the job support for clients who have found employment; and establishes and oversees computer learning lab for GED preparation and remedial education.

#### **Client Services Specialist**

The Client Services Specialist is the point of entry for the facility, answers the DRC phones, and provides general customer service to visitors.

Other essential job duties and responsibilities include:

- Working individually with new clients to complete the intake process and initial program orientation.
- Assures that all intake paperwork is completed to start the base for the client's assessment.
- Communicating with BI DRC staff and the appropriate Louisville Metro staff on client engagement.
- Day to day interaction with clients as they check in to the DRC. This is a key time for staff to identify any behaviors that may indicate that the client needs additional support or supervision in order to improve their overall success in the community.
- Administering breathalyzer and drug tests
- Entering client data (including attendance) in the AccuTrax system
- Involvement with the DRC's Orientation and Community Connections programming

Metro Corrections shall provide testing equipment for alcohol and drug tests.

BI will provide training to LMC staff in MRT and other cognitive-behavioral methods. If training occurs off-site Metro Government to pay for own travel expenses

## EXHIBIT B – REQUIRED FEDERAL TERMS

### PREAMBLE

*To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“ARRA”) funds, the following terms and conditions apply.*

*For the purposes of applying these terms and conditions, the following definitions apply:*

- I. A “prime recipient” is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A “subrecipient” is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A “vendor” is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

*The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.*

*The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government (“Metro Government”). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.*

### **AVAILABILITY OF FUNDING**

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

### **BUY AMERICAN REQUIREMENT (IF APPLICABLE)**

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this

requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

### **CONFLICTING REQUIREMENTS**

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

### **FALSE CLAIMS ACT**

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

### **ENFORCEABILITY**

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

### **INSPECTION OF RECORDS**

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

### **PROHIBITION ON USE OF ARRA FUNDS**

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

### **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

### **SEGREGATION OF FUNDS**

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

### **SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS**

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

### **WAGE REQUIREMENTS (IF APPLICABLE)**

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at

rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

## **WHISTLEBLOWER PROTECTION**

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

Per 28 CFR 66.36:

1. Bidder agrees to provide the Purchaser, the United States Department of Justice Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Justice Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Justice.
5. Clean Air –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. **Copyrights** –
  - a. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Justice is ultimately notified.
  - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Justice, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Justice.
9. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.

10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The United States Department of Justice. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the United States

Department of Justice, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ATTACHMENT A  
INSURANCE REQUIREMENTS FOR  
B.I. INCORPORATED – DAY REPORTING CENTER CONTRACT**

**I. INSURANCE REQUIREMENTS**

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. The Contractor shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Contractor's

policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

## II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

## III. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.



# Request For Proposal

Louisville/Jefferson Co Metro Government

**Bid Number:** 1901

**Revision:** 0  
**Date:** 21-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date and Address to:**

Metro Purchasing Department  
611 West Jefferson Street  
Mezzanine Level  
Louisville, KY 40202

**Reply By:** 22-OCT-09

# Description

1 A Request for Proposals for the Day Reporting Center & the Jail Alternative Monitoring System, per the attached specifications.

No Pre-Bid.

DELIVERY TIME: _____ (# of days A.R.O.)	FIRM NAME: <b>B.I. Incorporated</b>
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: <i>Michael S. Hubert</i>
	ADDRESS: <b>6400 Lookout Road Boulder, CO 80301</b>
	PHONE: <b>(800) 241-2911</b>
	DATE: <b>October 20, 2009</b>

**UNSIGNED BIDS WILL NOT BE CONSIDERED**



# Request For Proposal

Bid#: 1901

Louisville/Jefferson Co Metro Government

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## Standard Text

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark as original), ONE COPY (1) ON CD-ROM OR SIMILAR ELECTRONIC MEDIA, AND FIVE BOUND COPIES. All five copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number **(303) 218-1250**.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.



# Request For Proposal

Louisville/Jefferson Co Metro Government

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## RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

SIGNATURE PAGE

Michael E. Hamber  
Contractor (Please sign here and type in company name on line  
immediately below. Please leave all other lines blank)

BI Inc  
Company Name

Craig A. Bowen HB  
Director of Purchasing

Contract Term:  
Effective: 2/1/2010

Expires: 1/28/2011

Items Covered:  
All: RFP 1901

See Attached: ✓

The Request for Proposal and response will become part of the contract.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above <b>BI Inc</b>	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>6400 Lookout Rd</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Boulder CO 80301</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

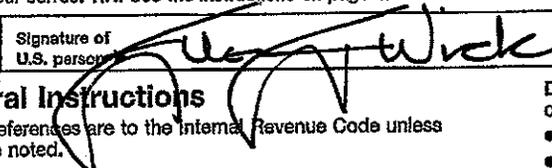
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here      Signature of U.S. person:       Date: **10-20-09**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act (ORA), should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

## REQUIRED FEDERAL TERMS

Per 28 CFR 66.36:

1. Bidder agrees to provide the Purchaser, the United States Department of Justice Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Justice Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water -
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Justice.
5. Clean Air -
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. Copyrights -
  - a. The Federal awarding agency reserves a royalty-free, nonexclusive,

and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Justice is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Justice, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Justice.

9. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.

10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Bidder agrees to pay all subcontractors, including but not limited to, all MFHBE and DBE vendors promptly.

Bidder's DUNS Number \_\_\_\_\_

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

**The Metro Government and Bidder shall comply with *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. § 701) and the *Kentucky Equal Employment Act 1978* (K.R.S. § 45.550 to 45.640) and the *Americans with Disabilities Act* (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.**

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**  
*Revised August 14, 2009*

**PREAMBLE**

*To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.*

*For the purposes of applying these terms and conditions, the following definitions apply:*

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

*The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.*

*The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government ("Metro Government"). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.*

**AVAILABILITY OF FUNDING**

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

**BUY AMERICAN REQUIREMENT (IF APPLICABLE)**

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

**CONFLICTING REQUIREMENTS**

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

**FALSE CLAIMS ACT**

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**ENFORCEABILITY**

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

**PROHIBITION ON USE OF ARRA FUNDS**

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

**SEGREGATION OF FUNDS**

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

**SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS**

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

**WAGE REQUIREMENTS (IF APPLICABLE)**

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The

**STANDARD TERMS AND CONDITIONS FOR  
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*Revised August 14, 2009*

Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

**WHISTLEBLOWER PROTECTION**

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

9/24/2009



Louisville Jefferson County  
Metro Government

**CRIMINAL JUSTICE COMMISSION**

Request for Proposal Number 1901

**Day Reporting Center &  
Jail Alternative Monitoring System**

9/24/2009

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### **REQUEST FOR PROPOSALS**

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
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- IV. General Specifications**

## SECTION I

### INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for Day Reporting and Jail Alternative Monitoring System. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:

(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM, October 22, 2009, 611 West Jefferson Street - Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3PM deadline on Thursday, October 22, 2009 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

**Betsy Helm**  
**Phone: 502-574-2211**  
**Email: [betsy.helm@louisvilleky.gov](mailto:betsy.helm@louisvilleky.gov)**

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

**Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.**

## SECTION II

### GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.4 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.5 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.6 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.8 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.9 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.10 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.11 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.12 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
  - (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
  - (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
    - (a) Failure to perform the contract according to its terms, conditions and specifications;
    - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
    - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
    - (d) Failure to diligently advance the work under a contract for construction services;
    - (e) The filing of a bankruptcy petition by or against the contractor; or
    - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.
- 2.13 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro

Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

- 2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.15 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.17 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

## **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.



**ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:**

**TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.**

**BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!**

DIVISIONS OF WORK BIDDERS WILL SELF-PERFORM

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.**



**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**GOOD FAITH EFFORT ("GFE") REQUIREMENTS**

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.





### SECTION III

#### HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR THE DAY REPORTING CENTER

##### I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

##### II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:
  - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
  
2. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing before the expiration date.
  
- B. Certificates of Insurance as required above shall be furnished, as called for five (5) days after award of contract to the following:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202
  
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
  
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

**HOLD HARMLESS AND INDEMNIFICATION CLAUSE,  
AND INSURANCE REQUIREMENTS  
FOR THE JAIL ALTERNATIVE MONITORING SYSTEM**

**I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**II. INSURANCE REQUIREMENTS**

Prior to award of contract and commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

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1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
2. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

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Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
  
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

Part I.

Louisville Metro Government  
Department of Corrections



Request for Proposal

Day Reporting Center

The purpose of this Request for Proposal (RFP) is to solicit proposals for Louisville Metropolitan Department of Corrections (LMDC) Jefferson County, Louisville Kentucky to: 1) Develop and implement a Day Reporting Center (DRC) within Louisville Metro working with court involved individuals, 2) Develop and implement a web-based compliance/accountability and case management computer system to allow for real time compliance tracking by Corrections and the Courts (RFP requirements listed in part II). LMDC and the Vendor will work with impacted criminal justice system agencies to develop new or amend existing policies and procedures to incorporate Day Reporting Center. The persons accepted into the DRC will be assessed and deemed appropriate for this type of treatment program. This RFP is open to qualified vendors who provide full service case management services for Day Reporting Centers. Vendors shall be responsible for all costs incurred in the preparation of a proposal in response to this RFP. This RFP contains 2 parts. Vendors can submit proposals to one or both parts.

**Anticipated Procurement Schedule**

Louisville Metro expects to adhere to the tentative procurement schedule shown below. These dates are subject to change

Activity	Date
RFP Release Date	September 24, 2009
Vendor's Questions to Louisville Metro	October 1, 2009
Louisville Metro Answers to Vendors	October 8, 2009
Vendor's Proposals Due	October 22, 2009

## 1. INTRODUCTION

### 1.1 Background

The Louisville Metro Department of Corrections (LMDC) is undertaking an aggressive program to manage the jail population thru better use of alternative sanctions. A Day Reporting Center case management services vendor is required to support the alternative sanctions.

Over the past year, Metro Corrections, along with community leaders, citizens, and key criminal justice stakeholders, participated in a *Vision 20/20 Commission* which studied ways to better address the Corrections Population. Many Commission recommendations suggested new technologies and innovative programming, such as a Day Reporting Center (DRC), as a way to improve population management. This project incorporates problem solving principles by allowing court-involved individuals to serve sentences or maintain compliance while permitting them to remain connected to neighborhoods and be responsible to families.

#### DEFINITIONS:

- A. Louisville Metropolitan Department of Corrections (LMDC)
- B. Day Reporting Center (DRC)
- C. Court Monitoring Center (CMC)
- D. Level of Services/Case Management Inventory (LS/CMi)
- E. American Society of Addiction Medicine (ASAM)
- F. GANTT chart (A chart that depicts progress in relation to time, often used in planning and tracking a project.)

**Day Reporting Center (DRC):** Metro Corrections will begin implementation of a Day Reporting Center in Louisville Metro in FY 9/10. The DRC will provide low level non-violent court involved individuals with additional services and treatment options and/or alternatives to incarceration. Examples of services that could be offered include: community based drug, alcohol and mental health treatment, parenting classes, life skills, domestic violence offender treatment, individual and family counseling services, education, job search, etc.

**Court Monitoring Center (CMC):** Metro Corrections implemented a court monitoring center in 1991. Participants referred to CMC are court ordered to attend substance abuse and domestic violence offender treatment. The CMC staff is responsible for monitoring the participant's compliance with the courts' orders and reporting completions and violations. The current system in use at CMC does not sufficiently support the needs of the operations.

LMDC will contract with a vendor to provide DRC case management services (part I) and a vendor which has a web-based electronic compliance/accountability system that allows for the real-time tracking of compliance to court ordered sanctions and/or conditions of release (part II). Personnel within CMC and the DRC will be able to use the system for day to day case management, enabling Corrections and the courts access to the status of clients referred to the programs.

A better means of success and better method of accountability requires involving new partnerships and bringing new resources in to the Justice system. A case management services component can provide the necessary oversight required to forge new partnerships and enhance the current process with a new judicial order process.

The DRC case management services component would be part of a criminal justice system creating stronger links and better collaboration between existing partners. Partnerships work best when information flows quickly, reliably and easily between everyone involved.

## 1.2 Goal, Objectives, Outcomes and Performance Measures

**Metro Government is distributing this RFP to solicit responses from qualified organizations interested in operating a DRC. The DRC shall provide evidence-based programming to both pre-trial and sentenced offender population. Evidence-based programming shall also be provided to the in-custody population who may or may not receive follow-up services from the DRC.**

The Goal of this program is to incorporate better court processes, monitoring and accountability and more community alternatives to enable individuals to fulfill court-ordered responsibilities in a manner that allows them to maintain jobs, keep family obligations, and retain civic/community connections.

*Project Objectives:* 1. Develop and implement a Day Reporting Center within Louisville Metro. 2. Develop and implement a web-based compliance/accountability and case management computer system to allow for real time compliance tracking by Corrections and the Courts. 3. Work with impacted criminal justice system agencies to develop new or amend existing policies and procedures to incorporate Day Reporting Center.

Accomplishment of the above goal and objectives will result in the following outcomes:

Economic benefits through the provision of funding to the vendor/company awarded the grant contract to develop the Day Reporting Center (DRC) and a new electronic compliance tracking system. This funding will help preserve jobs and provide additional funding into local and state economy (hotel rooms, meals out, entertainment, shopping, etc. for consultants hired).

**Performance Measures:** Number of individuals assigned to contracts, length of time of contracts, additional persons hired and job created, number of court-involved individuals referred to DRC, number of court-involved individuals provided with services to assist them with court accountability, finding/maintaining employment, and remaining responsible to family and community obligations, number/types of services provided, number of individuals successfully completing programs, number of individuals not compliant or not completing programs.

A more efficient and effective mechanism to applying and managing alternative sentences and services for court involved individuals which will reduce the number of low level, non-violent offenders residing within Corrections.

**Performance Measures:** *As compared to previous year* – number of individuals in jail for low level offenses, costs to Corrections.

Enhanced public safety through increased accountability on court-involved individuals receiving community services at DRC.

**Performance Measures:** *As compared to previous year* – number of individuals compliant / not compliant, number of court referrals for non-compliant individuals, number of individuals previously referred to DRC back to jail.

## 1.3 Scope of Project

Louisville Metro has released a RFP seeking responses related to the potential operation of a DRC opening in February, 2010. Interested parties shall respond to the criteria presented in this scope of work. Unless indicated, the information presented in this scope of work is non-negotiable.

The DRC will provide evaluation, referral and monitoring of clients to resources in the community. An overview of the process is as follows:

1. The offender is referred to the DRC by the process developed by the DRC.
2. An assessment is conducted to determine if the offender meets the criteria established for participation in the DRC.
3. The case manager, based on the assessment, services available at the DRC, and services available in the community, develops a plan.
4. The case manager will coordinate and refer the offender to the resources needed by the participant.
5. The case manager will coordinate services to be provided by the DRC.
6. The case manager will monitor and document progress during the participation period and provide guidance and assistance as needed.
7. During and after participation, the participant completes the required modules/classes while the case manager monitors and does follow-up.

8. At the end of the treatment time set by the treatment plan, the case manager, DRC program coordinator, and other members of the treatment team will determine if services need to be continued.
9. Vendor selected will be responsible for the collection of data needed to support grant reporting requirements.

#### **Location and Space**

The central office location for the DRC shall be housed at the Community Corrections Center located at 316 E. Chestnut Street in Louisville, Kentucky. For the purpose of the RFP, respondents shall assume that the Metro Government will be providing space, furniture, phone lines, computers and internet connectivity. All community service providers will be located within Kentuckiana.

#### **Personnel**

The DRC shall hire two full-time Case Managers. Case Managers will provide referrals and other assistance to court-involved individuals referred to the DRC. Personnel will be required to pass a security check conducted by LMDC.

#### **Assessment**

An initial assessment will be completed to identify the individual offender's strengths and needs. The assessment will result in the generation of an action plan that would include goals and objectives specifically tailored to meet the individual needs of the participant. The individual assessment and action plan will be available to and approved by the DRC Project Coordinator and staff.

#### **Transportation**

Transportation to the DRC and service providers in the community are an important component to the success of the offender when daily attendance is required. Public transportation is limited to Louisville Metro therefore the location of the DRC must be in an area accessible to the majority of the clients. The contract should include in the proposal specifics regarding transporting clients to and from the center as well as any other transportation that will be provided, such as transportation to job interviews.

#### **Out of Custody Referrals to be Served**

The DRC shall have the initial minimum capacity to serve approximately 40 pre-trial and sentenced individuals. The Louisville Metro DRC shall operate under a contract managed by Metro Corrections. The operator of the DRC shall collaborate with the Probation Department, Department of Corrections, Jefferson County Courts, and other criminal justice and public safety agencies.

#### **In-Custody Population to be Served**

The operator of the DRC shall also have the minimum capacity to serve 35 offenders housed in the Department of Corrections. Offenders served while in-custody may or may not transition to the DRC.

#### **Supervision and Tracking**

Offenders enrolled in the DRC will be required to report to the Center, under advisement of the case manager with a schedule of their activities for the week. DRC staff shall provide daily phone contact to verify the location of the offender. Offenders will be assigned to appropriate treatment programming designed to reduce recidivism.

#### **Hours of Operation**

The DRC shall be able to provide monitoring and treatment services at least six (6) days a week, including holidays, with office hours that can accommodate the work schedules of the participants. Agencies responding to the RFP shall propose potential hours of operation, including days and times when treatment services can be provided to the in-custody population.

#### **Evidence-Based Practices Programming**

Programming provided in both the DRC and to the in-custody population must be evidence-based, address criminogenic needs and be designed to reduce recidivism. The respondent shall propose the curriculum and programming to be provided for the DRC. Respondents shall provide detailed information on the curriculum and programming proposed. Metro reserves the right to negotiate curriculum and programming selection. The same curriculum and programming shall be provided in the Community Corrections DRC and to the in-custody

populations. Respondents shall address whether treatment programming will be open or closed and how offenders may transition from in-custody programming to out-of-custody programming.

#### **1.4 Programming**

Project staff will contract with local community organizations to provide additional services and treatment options and/or alternatives to incarceration for court involved individuals. Specific providers and services will be selected based upon existing offender/court service needs and will be finalized once grant award is received. Examples of services that could be offered include: community based drug, alcohol and mental health treatment, parenting classes, life skills, domestic violence offender treatment, individual and family counseling services, education, job searched, etc.

##### **Anger Management/Batters Intervention Programming**

Programming provided in the DRC must be evidence-based and designed to reduce recidivism. Anger Management/Batters Intervention services shall be provided by local contractors currently utilized by Metro Government.

##### **Criminal Thinking Groups**

Programming provided in the DRC must be evidence-based and designed to reduce recidivism. Criminal Thinking Groups will incorporate. Criminal Thinking Counseling Group services shall be provided by local contractors that provides support for offenders.

##### **Cognitive Restructuring**

Programming provided by DRC must be evidence-based and designed to reduce recidivism. Cognitive Restructuring will include techniques and counseling to identify and correct negative thinking patterns. Cognitive Restructuring services shall be provided by local contractors that focus on pro-social attributes.

##### **Substance Abuse Programming**

Programming provided in DRC must be evidence-based and designed to reduce recidivism. Lower level alcohol and drug services such as education, prevention, and early intervention services (based on ASAM criteria), shall be provided through the DRC. Respondents should include information on serving clients that may need alcohol and drug interventions but not at the residential or intensive outpatient treatment levels.

##### **Mental Health Counseling**

Mental health services will be provided by a local service provider. Such services will include crisis intervention, medication management and case management services. Respondents should include information on serving participants that may need supportive counseling or group treatment.

##### **Life Skills Training**

Life Skills Training will be provided by a local service provider. Such services will include teaching skills for adaptive and positive behavior that will enable individuals to deal effectively with the demands and challenges of everyday life such as problem-solving and critical thinking, as well as personal skills pertaining to self-awareness, healthy communication and interpersonal skills, etc. Practicing life skills will lead offenders to qualities such as self-esteem, social abilities and tolerance, taking action, generating change and the freedom to what to do and who to be.

##### **Basic Education Classes**

Basic Education program shall be made available to participants offering a range of educational activities includes GED, etc. Service providers will be from the Louisville Metro Community.

##### **Parenting Classes**

Programming for Parenting Classes shall be made available to participants offering a range of a comprehensive plan containing details relating to taking care of a child, including child support, possession schedules and parental powers, rights and duties, etc. Service providers will be from the Louisville Metro Community.

**Employability and Job Referral Services**

Employment and Job Services programming shall be made available to participants that include resume writing, job applications, interviewing skills, presentation skills and other job search strategies. Respondents will provide job referral services. Service providers will be from the Louisville Metro Community.

**Financial Management**

Financial Management Skills programming shall be made available to participants that include understanding your money habits, budgeting, spending, debt management, working with banks and credit unions, etc. Service providers will be from the Louisville Metro Community.

**Alcohol and Drug Abuse Monitoring**

Staff at the DRC will provide monitoring using current technology and methods to detect alcohol or drug use by offenders. Respondents would prefer to provide their own testing equipment and process must include detailed process information in their response. The DRC may need to become certified in order to provide drug and alcohol testing.

**Immediate Notification**

The DRC staff shall immediately notify the Jefferson County Courts, Probation Office or other public safety agencies of any problems that would jeopardize public safety or the offender's continuation in the DRC. Problems shall include but not be limited to: failure to report and follow daily/weekly schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk.

**Assessment and Screening Tools**

The DRC must have the ability and competency to administer/utilize the tools listed below. Respondents should include in the cost to utilize these tools in a separate line item in the budget information.

Screening Tools

Proxy for the LS/CMI

Brief Mental Health Screening Tool

Assessment Tools

ASAM

LS/CMI

**Referral Services**

The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of participants in such programs.

**Electronic Monitoring/Global Positioning System**

The DRC shall have the ability to monitor clients via Global Positioning or Electronic Monitoring devices. Louisville Metro Corrections currently maintains a contract for these services that can be utilized by the DRC. Respondents may propose to use their own equipment, however, detailed information must be provided.

**Data Collection/Quality Assurance**

Data collection and quality assurance shall be performed in a manner consistent with service needs. The vendor shall provide written reports to Louisville Metro and the DRC Program Coordinator detailing the name and number of clients, schedule of activities, and any other services provided during a given month.

The coordinator of the DRC shall provide a template for the collection of data required from the selected contractor(s). The data shall be collected in an electronic fashion by the contractor and delivered to Louisville Metro in a manner and frequency prescribed by Louisville Metro.

**Fee Collection**

Vendor(s) will have the ability to collect fees for programming at the DRC per LMDC policies.

## **2. GENERAL PROPOSAL CONDITIONS**

This section describes the general information pertaining to proposal requirements and conditions, information regarding the content of the proposal, and proposal submission instructions.

### **2.1 Point of Contact**

All proposals shall identify a single point of contact for information concerning its proposal submission. A contact name, address, email, facsimile, and telephone numbers must be supplied.

### **2.2 RFP Documents**

This RFP includes instructions that prescribe the format and content of the proposals to be submitted. Proposers should carefully review the entire RFP and should become fully aware of all aspects concerning this project. Price forms and additional submissions forms are provided in the appendices at the end of the RFP. All pricing information contained in the Vendor's proposal must be presented in accordance with instructions provided or proposal may be considered non-response.

### **2.3 Proposal Format**

The Proposer shall address each section of the project in writing. All proposals shall be prepared using Microsoft products (e.g., Word, Project, Visio, etc.) Proposers shall use a bold and italicized font for their written responses.

Proposers must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.

One electronic copy on CD, One (1) original and Five (5) copies of the proposal shall be submitted in hard-copy format.

The Day Reporting Center Proposal must be structured and submitted in the following manner:

### **2.4. Proposal Transmittal Letter**

The DRC Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following sections in sequence and attach corresponding documentation as required:

### **2.5. Executive Summary**

Submit an executive summary of the proposal system, covering the main features and benefits that distinguish it, in non-technical terms.

#### **2.5.1 Section 1 – Introduction**

Company Background and Experience – Proposers shall provide Information regarding their company's background and experience as it relates to the services required from this RFP. Company background information must include the following:

- The number of years the company has been in business.
- Company ownership (e.g., public company, partnership, or subsidiary).
- Company office locations.

Proposers shall provide information regarding its experience as it relates to the requirements of this RFP. The information shall focus on the company's experience in providing and managing services similar to those described in this RFP, within a similar environment.

References – The Proposer shall provide a minimum of five references of state or local public safety clients with at least three being metropolitan sites similar in size and operation of proposed services. Proposers shall include a brief narrative description of the project (discuss scope of the products and services provided to the customer). Include a completed Reference Profile form (refer to Appendix A) in this section of the proposal for each reference.

### **2.5.2. Section 2 Implementation Plan**

The Proposer shall provide a project schedule in GANTT chart format that depicts the start and stop dates and logical relationships for all tasks and which shows major project events and milestones. The project schedule shall begin upon written notification from Louisville Metro and shall end upon final services acceptance. The project schedule shall include tasks, resources, task durations, task responsibilities, and milestones. Any project tasks performed by a Subcontractor must be provided.

The Proposer shall include all tasks that are the responsibility of Louisville Metro as part of the implementation process.

### 2.5.3 Section 3 – Appendices

Vendors shall complete and submit with their proposal the following attached forms:

1. Appendix A - Reference Form
2. Appendix B - Pricing Summary Forms
3. Appendix C - Assumptions and Constraints

### 2.6 Assumptions and Constraints

Proposers must supply any assumptions on which their solution and its estimates are based, along with constraints Proposer may have regarding project timeline. Any exceptions made by the Proposer shall be clearly identified and listed in Appendix C.

### 2.7 Vendor's Responsibility

The winning Vendor (prime offeror) will be responsible for all services in this RFP whether they are provided or performed by the prime offeror or Subcontractor. Further, Louisville Metro will consider the prime offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. As part of their overall responsibility, the prime offeror must identify all Subcontractors and the services they will provide. Subcontractors shall be identified in the proposal introduction section as required. MFHBE must be completed to be deemed responsive.

Louisville Metro reserves the right to approve or reject, in writing, any proposed Subcontractor. If Louisville Metro rejects any proposed Subcontractor, the prime offeror shall be responsible to assume the proposed Subcontractor's responsibilities. The prime offeror may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and Louisville Metro.

Proposals are expected from experience and well-established Vendors who are skilled in the development and implementation of case management services as it relates to a DRC. Submitted proposals should include a completed Reference Profile form (Appendix A) for each reference in the Introduction section of this proposal.

### 2.8 Proposal Addenda

Louisville Metro may modify this RFP by making available consecutively numbered addenda to all parties who are participating in the bidding process. Information that is obtained other than through written addenda to this RFP, shall not be binding on Louisville Metro. Each addenda issues will be accompanied by an acknowledgment

form. The signed addenda acknowledgement form must be submitted with the proposal. Failure to submit signed addenda acknowledgement form could be cause for rejection of Vendor's proposal as non-responsive.

### 2.9 Proposer's Written Responses

All responses submitted by the Proposer shall be clear and concise and contain enough detail for proper evaluation. Responses simply indicating compliance are insufficient and will be deemed non-responsive.

### 2.10 Prices

Prices shall be specified on the attached pricing forms (Appendix B). Numbers of personnel shown on the pricing form are estimated and subject to adjustment after proposal award and prior to contract signing. Payment shall be made only for services purchased under contract with the Contractor.

### **2.11 Project Management Responsibility**

Primary responsibility for case management services will belong to the Contractor; however, Louisville Metro will have a Project Coordinator who will oversee all project management activities conducted by the Contractor. The selected Contractor will be required to provide an on-site Project Manager. This individual will be responsible for managing all Vendor related activities. The Project Manager shall coordinate all work between the various parties involved (i.e., service providers, Subcontractors, etc.), and provide immediate liaison between the Contractor, Louisville Metro, and Louisville Metro's Project Coordinator.

The Project Manager shall have the authority to make decisions concerning all aspects of the project (i.e., contractual, financial, technical, etc.) These decisions shall be made in the field without lengthy "chain-of-command" formalities. The Project Manager shall be supported by the Contractor's staff as necessary, commensurate with the size and complexity of the project.

Louisville Metro reserves the right to disapprove, with reasonable cause, any individual designed as Project Manager before or after he or she is appointed. In the event of disapproval, the Contractor has the sole responsibility to provide a Project Manager who is acceptable to Louisville Metro.

### **2.12 Proposal Evaluation**

The selection of the Proposer by Louisville Metro will be made based on responses to the Request for Proposal. Failure to provide adequate information to enable Louisville Metro to evaluate the Proposer's proposed systems, and the incorporated features and functions, may result in the elimination of the entire response from further consideration.

**2.13 Evaluation Criteria**

Louisville Metro will conduct a comprehensive evaluation of all proposals in accordance with the weighted criteria set forth below.

Description	Weight
The degree to which the response meets the requirements stated within this Request For Proposal.	30
Customer references and past performance; experience, skills and ability to deliver the proposed system; location and accessibility to Louisville Metro for needed maintenance and troubleshooting of system; demonstration of the proposed solution; and the functionality and ease of use of the proposed system/solution.	30
The cost of the equipment, services, system options and proposed payment terms.	25
The proposed delivery and installation schedule.	15

**APPENDIX A – Reference form**

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

<b>Reference Profile</b>	
Agency Name:	Population Served:
Agencies Served:	
Products Installed:	
<u>Reference Point of Contact:</u>  Name: Address:  E-mail: Phone:	Avg. No. Served:
	No. of Workstations:
	No. of Field Personnel:
	Date of Project Commencement:
	Date of Project Completion:
<u>Description of Solution and Services Provided:</u>          	

**APPENDIX B – pricing sheet**

Services: Day Reporting Center for offenders under the supervision of Louisville Metro Department of Corrections

Location: Louisville, Kentucky

		Year 1	Year 2
Daily Rate	0-25	_____	_____
	26-50	_____	_____
	51-75	_____	_____
	76-100	_____	_____
	101-125	_____	_____
	126-150	_____	_____

Daily Rate is the cost to operate the center for the amount of clients requested. This includes all services to be provided by the contractor to the individual participants.

Contractor Name:

Address:

\_\_\_\_\_  
\_\_\_\_\_

Name and signature of authorized individual submitting costs:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NO DEVIATIONS IN COST DATA WILL BE ACCEPTED. FAILURE TO PROVIDE THE REQUIRED INFORMATION MAY RESULT IN THE ENTIRE PROPOSAL BEING DISQUALIFIED.

This sheet must be included with the proposal.

## Appendix C - Assumptions, Constraints and Exceptions

Vendors shall list any Assumptions, Constraints, or Exceptions they may have as it pertains to this proposal process. Additional space may be added if required.

<b>Assumptions</b>

<b>Constraints</b>

**Exceptions**

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**LOUISVILLE METRO GOVERNMENT**  
*Department of Corrections*

**REQUEST FOR PROPOSAL**  
**Part II**

**Jail Alternative Monitoring System**

## Jail Alternative Monitoring System

The Louisville Metro Government (hereinafter referred to as "Louisville Metro") is requesting proposals with costs from qualified Vendors for a web based Jail Alternative Monitoring System. This procurement is open to all qualified Vendors that provide design, development, installation, training, maintenance and support of their public safety computer systems. Vendors shall be responsible for all costs incurred in the preparation of a proposal in response to this RFP. Vendors are not required to submit a proposal to part I.

### Anticipated Procurement Schedule

Louisville Metro expects to adhere to the tentative procurement schedule shown below. These dates are subject to change

Activity	Date
RFP Release Date	September 24, 2009
Vendor's Questions to Louisville Metro	October 1, 2009
Louisville Metro Answers to Vendors	October 8, 2009
Vendor's Proposals Due	October 22, 2009

## 1. INTRODUCTION

### Background

The Louisville Metro Department of Corrections (LMDC) is undertaking an aggressive program to manage the jail population thru better use of alternative sanctions. A new software service is required to support the alternative sanctions. The software service can be Vendor hosted or hosted by Metro.

**Day Reporting Center (DRC):** Metro Corrections will begin implementation of a Day Reporting Center in Louisville Metro in FY 9/10. The DRC will provide low level non-violent court involved individuals with additional services and treatment options and/or alternatives to incarceration. Examples of services that could be offered include: community based drug, alcohol and mental health treatment, parenting classes, life skills, domestic violence offender treatment, individual and family counseling services, education, job search, etc.

**Court Monitoring Center (CMC):** Metro Corrections implemented a court monitoring center in 1991. Participants referred to CMC are court ordered to attend substance abuse and domestic violence offender treatment. The CMC staff is responsible for monitoring the participant's compliance with the courts' orders and reporting completions and violations. The current system in use at CMC does not sufficiently support the needs of the operations.

LMDC will contract with a vendor to provide a case management tool which has a web-based electronic compliance/accountability system that allows for the real-time tracking of compliance to court ordered sanctions and/or conditions of release. Personnel within CMC and the DRC will be able to use the system for day to day case management, enabling Corrections and the courts access to the status of clients referred to the programs. The System will be password protected and will allow access at various levels depending upon the confidentiality of the information and an organization's needs.

A better means of success and better method of accountability requires involving new partnerships and bringing new resources in to the Justice system. A web based system can fill the communication gaps between the partners in the criminal justice system replacing the current paper process with a new judicial order process.

A Web site for Diversion programs and Alternative Sanctions that;

- Interfaces with the Corrections Jail Management System
- allows Defense and Prosecution to view qualifying programs for defendants on the docket
- allows participants to register and receives program information on their court case and court orders on line
- allows payment of Bonds, fee's and restitution on line
- Corrections staff can use to register participants and provide program information
- allows Corrections to enter the attendance at a day reporting Center, community service hours, results of a drug test or payment of fees
- allows the treatment providers to view the arrest or event information and the court order causing the treatment order and to enter each session's attendance and participation

- provides the Judge with the latest participation status of the offender
- alerts Participants, Treatment providers, Corrections and the Courts of next court dates and non-compliance quickly

The web based system would be a criminal justice system creating stronger links and better collaboration between existing partners. Partnerships work best when information flows quickly, reliably and easily between everyone involved.

### 1.1. Scope of Project

The specifications presented in this RFP set forth the technical requirements for a highly available, reliable, Web based system, as well as qualification criteria for the successful Vendor. The purpose of these requirements is to solicit written proposals and product demonstrations from Vendors who are qualified to design, install and maintain the desired system. Metro will consider both Vendor hosted system proposals and Metro hosted system proposals. In addition to the acquisition of the hardware and software or hosted service required to meet the goals of LMDC, Louisville Metro is interested in establishing an on-going customer-Vendor relationship with a fixed price contract. This relationship will allow Louisville Metro to continually improve the quality of services it provides to the community.

The system should be a proven and established solution that is currently operational and fully accepted in similar configurations, as outlined in this RFP.

### 1.2. System Implementation Schedule

The selected Vendor should be capable of installing the system and having it fully operational within one year of the contract signing.

### 1.3. Request for Proposal

Part II of the RFP identifies the technical requirements for a Jail alternative monitoring system. Proposers are not required to submit responses to both parts of the RFP. Proposers may identify additional functions offered by their system(s). Any functionality beyond that required by this RFP that involves additional costs must be clearly identified as an alternative proposal item. Any exceptions taken to the requirements of the RFP will be considered in the evaluation process. Alternative methods the Proposer may submit to meet the identified requirements must be clearly noted and documented. These may not be considered an exception if they are responsive to the appropriate requirement.

The selected Vendor shall also be responsible for providing the following:

Description	
1	A one year system warranty and optional maintenance plans & costs.
2	Training for the system
3	Data dictionary for the system and clearly identified naming conventions for the tables.
4	Copies of standard system reports and information about Report Writer and its functionality.
5	System Hardware ( <i>All hardware required to operate proposed system</i> ).
6	System Software ( <i>All software required to operate proposed system</i> ).
7	System Documentation ( <i>Training, User, Maintenance, Operation, etc</i> ).

Vendor shall provide technical documentation that contains detailed descriptions of the system's architecture and network topology using MS word or Vision diagrams. Vendor shall also provide documentation on process flows for system activities, data flows diagrams for any modules within the system, database diagrams and documentation for any additional third party hardware or software tools used.

## **2. GENERAL PROPOSAL CONDITIONS**

This section describes the general information pertaining to proposal requirements and conditions, information regarding the content of the proposal, and proposal submission instructions.

### **2.1. Point of Contact**

All proposals shall identify a single point of contact for information concerning its proposal submission. A contact name, address, email, facsimile, and telephone numbers must be supplied.

### **2.2. RFP Documents**

This RFP includes instructions that prescribe the format and content of the proposals to be submitted. Proposers should carefully review the entire RFP and should become fully aware of all aspects concerning this project. Price forms and additional submission forms are provided in the appendices at the end of this RFP. All pricing information contained in the Vendor's proposal must be presented in accordance with instructions provided or proposal or may be considered non-responsive.

### **2.3. Proposal Format**

The Proposer shall address each sub-section identified in Section 2. of this RFP in writing and in the order they are presented. All proposals shall be prepared using Microsoft products (e.g. Word, Project, Visio, etc.). Proposers shall use a bold and italicized font for their written responses. Proposers must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement.

Figures and tables must be numbered and referenced in the text by that number. They should be placed as close to possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.

One electronic copy on CD, One (1) original and Five (5) copies of the proposal shall be submitted in hard-copy format.

The Technical Proposal must be structured and submitted in the following manner:

#### **2.3.1. Proposal Transmittal Letter**

The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

#### **2.3.2. Executive Summary**

Submit an executive summary of the proposed system, covering the main features and benefits that distinguish it, in non-technical terms.

#### **2.3.3. Section 1 – Introduction**

- a. **Company Background and Experience** – Proposers shall provide Information regarding their company's background and experience as it relates to the products and services required from this RFP. Company background information must include the following:

- The number of years the company has been in business.
- Company ownership (e.g., public company, partnership, or subsidiary)
- Company office locations.
- Number of Systems currently installed and operational.

Proposers shall provide information regarding its experience as it relates to the requirements of this RFP. The information shall focus on the company's experience in providing and managing the delivery of products and services similar to those described in this RFP, within a similar environment.

- b. **References** – The Proposer shall provide a minimum of three references of state or local public safety clients with at least three being metropolitan sites similar in size and operation to the

proposed system configuration. Proposers shall include a brief narrative description of the project (discuss scope of the products and services provided to the customer). Include a completed Reference Profile form (refer to Appendix A in the RFP) in this section of the proposal for each reference.

#### **2.3.4. Section 2 - Response to RFP Requirements**

Requirements have been developed to describe the desired solution, hardware, software, and Vendor services. Proposers must address each of the requirements of this RFP. Proposers are also encouraged to provide information concerning features and or specifications of their product not specifically mentioned in the requirements that would facilitate accomplishment of Louisville Metro's objectives. Any features or functionality beyond that required by this RFP that involves additional costs must be clearly identified as an alternative proposal item. Responses to the requirements must demonstrate that the Proposer has good working knowledge of the specific needs of Louisville Metro.

#### **2.3.5. Section 3 - System Hardware and Software Components**

The Proposer shall include a detailed equipment list with its proposal response. The list shall clearly identify the equipment (hardware, software, etc) on a per-site/location basis.

#### **2.3.6. Section 4 - Implementation Plan**

The Proposer shall provide a project schedule in GANTT chart format that depicts the start and stop dates and logical relationships for all tasks and which shows major project events and milestones. The project schedule shall begin upon written notification from Louisville Metro and shall end upon final system acceptance. The project schedule shall include tasks, resources, task durations, task responsibilities, and milestones. Any project tasks performed by a Subcontractor must be provided.

The Proposer shall include all tasks that are the responsibility of Louisville Metro as part of the implementation process.

#### **2.3.7. Section 5 - Appendices**

Vendors shall complete and submit with their proposal the following attached forms:

1. Appendix A – Vendor Reference Profile Forms
2. Appendix B - Pricing Summary Forms
3. Appendix C - Assumptions and Constraints

#### **2.3.8. Assumptions and Constraints**

Proposers must supply any assumptions on which their solution and its estimates are based, along with any constraints Proposer may have regarding project timeline. Any exceptions made by the Proposer shall be clearly identified and listed in Appendix C.

### **2.4. Vendor's Responsibility**

The winning Vendor (prime offerer) will be responsible for all services in this RFP whether they are provided or performed by the prime offerer or Subcontractor. Further, Louisville Metro will consider the prime offerer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. As part of their overall responsibility, the prime offerer must identify all Subcontractors and the services they will provide. Subcontractors shall be identified in the proposal introduction section as required.

Louisville Metro reserves the right to approve or reject, in writing, any proposed Subcontractor. If Louisville Metro rejects any proposed Subcontractor, the prime offerer shall be responsible to assume the proposed Subcontractor's responsibilities. The prime offerer may propose another Subcontractor if it does not jeopardize the effectiveness or

efficiency of the contract. Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and Louisville Metro.

Proposals are expected from experienced and well-established Vendors who are skilled in the design, development, implementation and maintenance of public safety information systems. Submitted proposals should include a completed Reference Profile form (Appendix A) for each reference in the Introduction section of their proposal.

### **2.5. Proposal Addenda**

Louisville Metro may modify this RFP by making available consecutively numbered addenda to all parties who are participating in the bidding process. Information that is obtained other than through written addenda to this RFP, shall not be binding on Louisville Metro. Each addenda issued will be accompanied by an acknowledgment form. The signed addenda acknowledgment form must be submitted with the proposal. Failure to submit signed addenda acknowledgment form could be cause for rejection of Vendor's proposal as non-responsive.

### **2.6. Proposer's Written Responses**

All responses submitted by the Proposer shall be clear and concise and contain enough detail for proper evaluation. Responses simply indicating compliance are insufficient and will be deemed non-responsive.

### **2.7. Prices**

Prices shall be specified on the attached pricing forms (Appendix B. Numbers of personnel shown on the pricing form are estimated and subject to adjustment after proposal award and prior to the contract signing. Payment shall be made only for equipment and services purchased under contract with the Contractor.

### **2.8. System Acceptance and Performance Period**

Acceptance testing shall be accomplished with Louisville Metro's Project Manager or designees present and participating in the testing for compliance. Louisville Metro shall make test compliance people available within 21 calendar days of notification by the Contractor.

Acceptance testing shall commence when all fixed equipment is completely constructed and all software modules have been installed (and necessary modifications made).

Should unanticipated delays in installation and acceptance testing of the various components of the system result in any slippage of the project schedule, it may become necessary to conduct a final system acceptance test once the final component has been installed and tested.

A reliability test period of 90 consecutive calendar days of successful error free operation after installation and performance verification shall constitute a successful performance period.

During the 90-day reliability test period, Louisville Metro shall utilize the system for its intended purpose (in-service use) to test all operational modes and equipment configurations, with the system fully loaded to peak activity, to ensure that all operational modes function properly and that all system "bugs" has been corrected. Louisville Metro shall not interpret the use of the system during this performance test period as "acceptance."

Successful operation is defined as the absence of any major failure of equipment or software, or equipment or software function, which results in the disabling of a major equipment item, resulting in the inability of the overall system to perform as specified. Minor failures, such as operational problems and adjustments normally encountered during implementation of a new system, shall not constitute a failure in achieving successful operation.

During the performance period, the Contractor shall establish and maintain the following documentation:

- Prepare and maintain a service/repair record system. Each unit shall be maintained by serial number and asset number.
- Prepare and maintain a failure reporting system to ensure that all failures are reported properly to Louisville Metro. A failure log shall be available for inspection by Louisville Metro at all times. In addition, a formal failure report shall be submitted to Louisville Metro on a monthly basis and shall show for each failure: (1) the original complaint; (2) the problem actually found; (3) repairs performed; (4) itemized list of parts replaced; (5) technician's name; and (6) any FCC required measurements made due to repairs.

If the contract is negated because of failure of the equipment or software to operate successfully during the performance period, the Contractor shall provide Louisville Metro with the necessary packaging and shipping instructions, and Louisville Metro shall then cause the equipment to be shipped to the Contractor at no cost to Louisville Metro.

## **2.9. Payment Schedule**

Partial payment shall be made by Louisville Metro after the items awarded to the Contractor have been received, inspected, and found to comply with the RFP and to be free of damage or defect, and properly invoiced. A single itemized invoice shall bear the contract number and purchase order number. The payment schedule will be negotiated as part of the contract.

## **2.10. Equipment and Component List**

A complete listing all items of equipment and components of the system proposed shall be included in the proposal. The list shall show quantity, name of manufacturer, model number, and material description. If an equipment item has various options, the options that will be provided shall also be listed.

## **2.11. Project Management Responsibility**

Primary responsibility for project management will belong to the Contractor; however, Louisville Metro will have a Project Coordinator who will oversee all project management activities conducted by the Contractor. The selected Contractor will be required to provide an on-site Project Manager. This individual will be responsible for managing all Vendor related implementation activities, including planning, acquisition, testing, installation and training. The Project Manager shall coordinate all work between the various parties involved (i.e., manufacturer, Subcontractors, installation company, etc.), and provide immediate liaison between the Contractor, Louisville Metro, and Louisville Metro's technical consultant.

The Project Manager shall have the authority to make decisions concerning all aspects of the project (i.e., contractual, financial, technical, etc.). These decisions shall be made in the field without lengthy "chain-of-command" formalities. The Project Manager shall be supported by the Contractor's engineering/technical staff as necessary, commensurate with the size and complexity of this project.

Louisville Metro reserves the right to disapprove, with reasonable cause, any individual designated as Project Manager before or after he or she is appointed. In the event of disapproval, the Contractor has the sole responsibility to provide a Project Manager who is acceptable to Louisville Metro.

The assigned Project Manager's name, title, mailing address, and telephone numbers shall be provided by the Contractor in written form within 15 days of the signing of the contract. Regularly scheduled meetings between Louisville Metro and the Contractor's Project Manager shall begin three weeks before commencement of any on-site work and continue for the duration of the project.

## **2.12. Proposal Evaluation**

The selection of the Proposer by Louisville Metro will be made based on responses to the Request for Proposal. Failure to provide adequate information to enable Louisville Metro to evaluate the Proposer's proposed systems, and the incorporated features and functions, may result in the elimination of the entire response from further consideration.

**Evaluation Criteria**

Louisville Metro will conduct a comprehensive evaluation of all proposals in accordance with the weighted criteria set forth below.

Description	Weight
The degree to which the response meets the requirements stated within this Request For Proposal.	30
Customer references and past performance; experience, skills and ability to deliver the proposed system; location and accessibility to Louisville Metro for needed maintenance and troubleshooting of system; demonstration of the proposed solution; and the functionality and ease of use of the proposed system/solution.	30
The cost of the equipment, services, system options and proposed payment terms.	25
The proposed delivery and installation schedule.	15

### **3. EQUIPMENT AND INSTALLATION REQUIREMENTS**

#### **3.1. General**

The equipment installation required by this RFP includes the following items as well as other attachments, hardware, software, and procedures as may be required to ensure a completed installation which is in accordance with the standards of good engineering practice and all building codes and ordinances in effect at the sites delineated in this RFP.

Specific installation practices set forth herein shall be followed unless the Proposer feels that they are not the best available practices or do not conform to code, in which case the Proposer shall state this in the response.

The Contractor shall install the equipment and connect the units to commercial/emergency AC power and uninterruptible power sources. Contractor shall also be responsible for labeling all connections.

The Contractor shall include all installation hardware supplies, brackets, braces, fasteners of all kinds, wiring, ancillary devices, procedures, and services required to install and/or interface components to provide a complete operating system that fulfills the requirements of this RFP.

The Contractor is required to adhere to FCC and all local codes and ordinances in all matters pertaining to the work.

All equipment and component parts installed shall be new, shall meet the requirements of this specification, and shall be in operable condition at the time of delivery. Louisville Metro shall approve the installation work prior to commencement of a particular phase of work. The Contractor shall provide a written description and layout drawings showing the proposed installation at least 14 days prior to beginning work at that site.

Rack mounting for network equipment or any other data communications equipment (i.e., modems, routers, etc.) requiring assisted installation may be accomplished by either of two methods: (1) special floor only mounting; or (2) a combination of floor and top mounting. The Proposer shall propose the recommended method and provide an option for any other recommended method. Louisville Metro shall select the preferred method prior to contract award. Racks shall not exceed 84 inches in height.

All aspects of the installation shall be planned and executed in a professional manner. Proposers shall inform themselves fully as to all facilities for delivering, storing, placing, handling, and disposing of materials. Access to the sites shall require prior coordination with Louisville Metro's Project Manager.

#### **3.2. Cutover Plan**

The Proposer shall describe a cutover plan in the RFP response. This plan shall include a chronological chart (Gantt-type format) with the tasks to be accomplished and the time for achievement of each task shown. A smooth operational transition from the old system to the new system is key. The Contractor shall be required to implement the plan as part of the written procurement contract.

The Contractor shall provide a detailed cutover plan prior to equipment installation. Louisville Metro shall approve the plan before commencement of installation.

The detailed cutover plan shall include a narrative description of the sequential cutover steps and a clear delineation of which tasks are the responsibility of the Contractor, which tasks are the responsibility of Louisville Metro, and which tasks are the responsibility of others (i.e., the local telephone company).

The existing system shall remain operational during the cutover phase. The Contractor shall provide a phased implementation plan that will ensure that no current function is negatively impacted or impaired during system cutover to the new system.

#### **4. Systems Installation**

##### **4.1. Installation Support**

The Contractor must provide specialized technical service personnel in areas such as computer hardware and software, equipment service and repair, etc., as required by the project. All technical service personnel must be fully qualified in their respective disciplines.

##### **4.2. Standards for Equipment Installation**

Installation of all equipment will conform to best industry practices for like equipment. To ensure reliable operation and to enhance equipment service, repair, and replacement, Louisville Metro may require that equipment installations conform to standards that exceed normal industry practices. Installation standards to be followed will be prepared by Louisville Metro's Project Manager and will be reviewed with the Contractor for suitability.

## 5. HARDWARE CONFIGURATION

### 5.1. General

The system shall consist of all computer hardware, including servers, interface hardware, data communications hardware, cables, workstations, system software, application software, etc., necessary to meet the functional requirements contained herein (unless a hosted software solution is proposed.) This includes all hardware, software, and ancillary equipment and services necessary and required to facilitate the functional interfaces to LMDC Jail Management System and Ky Court System.

The system shall be sized to retain all information on-line for a minimum 7 years before being archived to tape or other proposed storage media. Louisville Metro highly desires to maintain information online for longer periods. Proposers will specifically address storage requirements and the cost associated with following retention periods:

- 5 years.
- 8 years.
- 10 years.

Proposers are required to provide a response to each section indicating their ability to comply with the described requirement. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

### 5.2. Minimum Hardware Requirements

Louisville Metro seeks to purchase a "turnkey" system or hosted solution that will be usable and supportable for the next ten years or longer, the system shall meet the following requirements at a minimum:

Any computer hardware proposed shall be the manufacturer's most recent delivered model. Equipment at the middle or near the end of its life cycle will not be acceptable. The proposed system shall be directly expandable by adding hardware. The Proposer shall describe the scalability and expandability, indicating the related costs of the proposed system in terms of processors, main computer memory, disk drives, peripheral devices, and connectivity.

### Servers and Workstations Required

Servers	Workstations
<p><i>Based on the information provided in this RFP, Proposers shall include the recommended number of properly configured servers and related hardware, which is required to successfully implement and operate the proposed solution.</i></p>	<p><i>Proposers shall include workstation requirements and related hardware components to support all system functions.</i></p>

### 5.3. Minimum Hardware Configuration

Including the hardware configuration for Vendor Hosted Solutions is encouraged but not required. Proposers of a Metro Hosted solution shall meet or exceed the following minimum system hardware configuration requirements:

- The system servers shall be installed in the Louisville Metro Data Center.

- A redundant or fault-tolerant system server, with automatic fail-over configuration capability is highly desirable.
- Test System – Louisville Metro desires to include a server for testing and development.
- Any workstations shall be microcomputer or thin-client based.
- The Contractor shall provide all necessary hardware, software, and cabling for connecting the server(s) to the required interfaces.

#### **5.4. Central Processing Units (CPU)**

The system shall operate on redundant and/or fault-tolerant system hardware in order to provide system availability. Processor, memory, disk storage, and power supply redundancies will be required to achieve the desired system availability and protection of information. The system should be configured such that operating a training/testing environment and/or running reports on the live data will not affect system response time.

#### **5.5. Workstations**

Workstations shall use Microsoft Windows based products for the operating system. The latest service packs shall be installed at the time of system acceptance.

##### *Minimum Workstation Specifications*

The Proposer shall specify the minimum specifications for all workstations including, but not limited to:

- Processor.
- Secondary cache memory.
- Disk storage.
- 17"-21" Flat Panel Display.
- LAN card.
- Keyboard & Mouse
- CD device.
- Operating System and version

#### **5.6. System Availability Requirements**

The system shall be available at a minimum of 99 percent of the time each year when measured on a 24-hour per day, seven day a week basis for 365 days. Availability should at least be achieved through redundant systems with automated fail over capability, however a truly fault tolerant system with automatic fail over capability is required.

#### **5.7. Software Upgrade**

The Contractor shall provide all necessary hardware with CD Drive capability to allow all operating system and all application software (applications, databases, middleware, etc) upgrades to be easily loaded into the systems. All software upgrades must be provided as part of the software maintenance agreement. The Proposer shall describe how and on what schedules they propose to provide software upgrades and must provide complete and comprehensive installation and configuration documentation for applying all software upgrades to the systems affected.

## **6. SOFTWARE AND SYSTEM SECURITY**

### **6.1. Operating System Requirements**

The system shall utilize Microsoft based products for operating system. Proposers shall indicate the operating system(s) used within their proposed configuration, and discuss the capabilities, and benefits of the proposed operating system(s).

### **6.2. System Level Software**

All software applications supplied shall be of the latest production version in current release unless otherwise specifically requested and authorized by Louisville Metro.

### **6.3. System Responsiveness**

System files and tables shall be capable of being updated on-line without adversely affecting system performance. In addition, the backup of system files and information shall be capable of being done on-line without adversely affecting system performance.

### **6.4. System Security**

The system must provide appropriate security controls to prevent unauthorized use of database, maintain database process controls, and log all database transactions. In addition, the system should provide security to limit availability to application software screens, data elements, and the contents of data elements where appropriate. Proposers shall provide specific information regarding the available security functions and features that are integrated or available within the proposed configuration.

The Proposer's system shall utilize various "security profiles" that would be unique to a specific user or group of users. Security profiles attributed to individual users or groups based on personnel classifications (i.e., Judge, Case Manager, Treatment/Service Provider, Defense or Prosecution, etc.), allowing access to the various modules, applications, functions, and/or features of the system environment.

The system must be able to maintain a robust set of audit trail capabilities, including but not limited to being able to report all session logon and logout times, as well as report which users altered any system data and configurations with full date and time stamp indicators, and workstation identities from where those changes were performed.

### **6.5. Log-on**

The system must support its own application security separate from operating system and/or network logins. The system cannot be accessed unless a valid login and password are presented.

## 6.6. APPLICATION SOFTWARE FUNCTIONS

This section of the RFP defines the general performance requirements for the system.

It is the intention of Louisville Metro to purchase primarily "off-the-shelf" system or hosted software functionality, requiring a minimal amount of modifications necessary in order to support necessary functions and interfaces. However, to ensure that the Proposer's software meets a minimum set of requirements, this section specifies the minimum functions that must be supported by the software.

A paragraph-by-paragraph response shall be provided indicating compliance with the described functionality. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

The Contractor must tailor the system to fit the requirements of the Criminal Justice agencies and its partners. This will be accomplished through minor customization of the system software or adjustments in file layout, configuration tables, screen presentation formats, and field sizes. The costs associated with any required customizations shall be included in the system price. Louisville Metro will not reimburse the Contractor for any system tailoring/customization efforts beyond the amounts specified in the Proposer's response to this RFP and the resulting contract.

With the exception of some supervisory functions, it is expected that all system functionality will be made available to all workstations, provided the operator is assigned the proper security authorization. The functions shown in the following subsections are listed under the primary user of the function.

### 6.7. General Functional Requirements

The proposed software shall be capable of supporting the operations of the DRC, and provide the following functions and features at a minimum.

The software shall support multiple agency types (such as Judicial, Corrections and Service Providers), and support more than one agency of any given type (jurisdictions). The system should be a tool for each of the agencies. The Judges will use the system to view at a glance the status of participants on the day's docket or look up an individual's status. The Case managers will use the system for assessments, case notes, participant schedules and participant status. The participants will use the system to view their status, view scheduled events and pay fees. Service providers may use the system to enter their schedules, view session rosters, enter attendance and record fee payments.

The software design shall make extensive use of table driven parameters, allowing easy modification by the system administrator without the requirement for programmer support. These modifications shall be able to be made while the system is active without any impact upon operations. Any code changes should be made without affecting the performance of the workstations.

#### **Judicial Referrals/Orders**

System shall allow for entry of judicial orders referring offenders to participate in DRC or CMC. The system should require at a minimum, citation number, case number, charges, court referral date, referral type, notes, offender jail id, offenders name, DOB, address, phone number to be entered.

#### **Import of Judicial Referrals/Orders (optional)**

System should allow for importation of judicial orders referring offenders to participate in DRC or CMC. The system should require at a minimum, citation number, case number, charges, court referral date, referral type, notes, offender jail id, offenders name, DOB, address, phone number to be entered.

### **Judicial Status of Orders**

System shall allow for status review of judicial orders referring offenders to participate in DRC or CMC for use at the bench or in the court room. The system should provide an online selection of cases scheduled or docketed in a court room for a specific day. The system should display the status of the offender in the program using colors (Red, Amber, Green) or symbols. For instance an offender that has missed one or two sessions would be highlighted amber and offenders that have missed more than 3 would be highlighted in red. The listing should include links allowing the judge to drill down to see the attendance details of the offender.

### **Participant Registration**

The system should have an initial participant registration function requiring minimal data entry using the case number to link the participant to the referral. After successful registration and payment of program fee, program instructions and program requirements shall be available for the registrant along with the required appointment time for the participant to appear at the center to meet with the case manager. Registration status shall be available in the system.

### **Participant Self Registration (optional) or Attorney registration**

This optional function is intended to allow participants to self register at a kiosk or establish an attorney account that will permit registration for clients. The system should have an initial participant registration function requiring minimal data entry using the case number to link the participant to the referral. After successful registration and payment of program fee, program instructions and program requirements shall be available for the registrant along with the required appointment time for the participant to appear at the center to meet with the case manager. Registration status shall be available in the system.

### **Program Definitions or criteria**

The system must allow for entry and use of program criteria. For instance if the offender has a violent felony offense they may be disqualified or discouraged to participate in a program and offenders with lower level offenses would be qualified to participate, certain charges might be entered as preferred for programs.

The program definitions shall include the required activities and optional activities for the program. For instance, reporting 3 times a week and participation in a set number of substance abuse sessions. Program definitions will include number of absences that generate a warning and number of absences that generate a court referral or return to jail.

### **Program activities and scheduling**

The program must allow for CMC or DRC staff to create program activities for staff and service providers. Once created, the program must provide the ability for the service providers to enter schedules for the sessions. For instance, a life skills class may meet on Mondays at 4:00 starting July 1 for 8 sessions with an enrollment limit of 20 and a per session fee of 5.00.

### **Service Providers**

Service providers will use the system to create group sessions, enter outline or material for each session, location, dates and times. The program must allow for participants to enroll in the group sessions and create a session roster for the service. The system should provide a view of the arrest or event information and the court order causing the treatment order or referral from court. The service providers may enter assessments, case notes, enter the attendance, enter payment of fees and review attendance records by person or group.

### **Program Attendance**

The program must allow for participants to enroll in activities and create a session roster for the service providers to enter program attendance.

### **Assessments**

The program must allow for case managers to use a recognized assessment tool like the LSI or an agency created tool to determine the level of services needed.

### **User defined Assessments**

The program must allow for creation of an assessment tool to determine the level of services needed.

### **Case Manager encounters**

The system should allow for case managers to be assigned to participants. The system should provide a view of the arrest or event information and the court order causing the treatment order or referral from court. The Case managers will enter assessments, case notes, enter the attendance at a day reporting Center, enter community service hours, enter results of a drug test, enter payment of fees and review attendance records.

### **Program Status and Violations**

The system should alert case managers of participants in need of warnings for absences. The system should alert case managers of participants that are non-compliant (or have failed) and must be redocketed or returned to jail.

### **System Alerts**

The system should alert Treatment providers, Corrections and the Courts of next court dates and non-compliance quickly.

### **Defense and Prosecution**

The system should allow for the defense and prosecution to view qualifying programs for defendants on the docket.

### **Log-On/Log-Off Control**

The logon process should incorporate a "single entry" to enable logon to the system. The logon identification of the operator shall be validated by the system(s) before that operator can perform system functions. The logon identification shall become part of the records created or amended by that operator.

### **Management Information System (MIS) and Reporting**

Reporting is an extremely important area for the success of the program. The Proposer shall submit samples of all "pre-defined" reports available from their proposed system.

The Proposer shall also provide an "ad hoc" reporting feature so that reports may be generated using any data element. This "ad hoc" feature must be easy to understand and use without knowledge of computer programming. If the provided reports are to be provided using the ad hoc reporting tool, the Proposer shall indicate this in their proposal. All required costs, including necessary training, should be included in the Proposer's response to this RFP.

## **7. INTERFACES**

In order to be a compliant proposal, a descriptive response shall be provided to this section indicating compliance with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the Proposer.

### **7.1. Metro Corrections Jail Management System**

The system should interface with the Metro Corrections Jail Management System. The participants will be booked or enrolled in the jail management system and released in the jail management system. The proposed system must use the data and not require staff to re-type the information. The participants scheduled court appearances will be entered in the jail management system. The proposed system must use the data and not require staff to re-type the information.

## **8. TRAINING REQUIREMENTS**

Training on all system functions will be provided by the Contractor prior to commencement of the reliability test period. Training will include sufficient information and experience to familiarize personnel with system features and operations for their particular assignments. Training will include, at a minimum, hardware operation, operating system maintenance utilities, and application software features. All training will take place within Louisville Metro.

Proposers shall provide a paragraph-by-paragraph response to this section indicating their ability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

### **8.1. Training**

Training tasks shall include, but not be limited to:

- Training of Case managers
- Training of System Administrators
- Training of Support & Maintenance Personnel

Louisville Metro will provide acceptable classroom space for training sessions. The Contractor will provide any and all instructional materials, media presentation devices, presentation media, and course instructors. Student to instructor ratios for any specific training session will be no greater than 12 to 1.

In addition to formalized training programs, the Contractor shall list any electronic utilities that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses. These utilities should simulate operational scenarios using live parametric data wherever possible.

Louisville Metro will require the Contractor to provide a train-the-trainer level course.

### **8.2. Training Schedule**

The Contractor shall coordinate the training schedules with Louisville Metro 45 days prior to starting any training. The Contractor shall supply to Louisville Metro, for its approval, a sample of all training materials 30 days prior to the start of any training classes.

### **8.3. System Administration Training**

This training must cover all above listed aspects of this particular system. It shall also include all functions and architecture and include instruction on operation under normal, alternative, and exceptional conditions. All infrastructure components will be included.

#### System Administrator

- Installation & configuration.
- Security concepts.
- System features.
- User definition and maintenance
- Monitor functions and reports.
- Backup procedures.
- Failure mode procedures.

### 8.4. Minimum Personnel Training Requirements

The Contractor shall provide for the following minimum numbers of personnel/position training requirements upon system implementation:

Personnel	Position Descriptions
5	Case Managers
5	System Administrators
5	Support & Maintenance Personnel

The Contractor shall supply instructing personnel with training and experience on the equipment supplied under these requirements, and all the necessary instructional materials. All manuals, handouts, and other printed materials shall become the property of the attendees. The Contractor shall provide all materials and equipment necessary to perform the training, and shall utilize actual equipment.

### 8.5. System Administration and Maintenance Training

The training shall be scheduled at least 90 days in advance for a minimum of five maintenance personnel, and shall include, but not be limited to, the following:

- Distribution of training literature.
- A presentation of the equipment/system theory, configuration, and features.
- A description of routine maintenance procedures and troubleshooting techniques.
- A question and answer session.

The Contractor shall provide all materials and equipment necessary to perform the training, and shall utilize actual equipment. Following training, the Contractor shall provide two sets of instruction manuals sufficient to permit a duly qualified service technician to install, program, operate, and maintain the equipment purchased. The manuals shall reflect the equipment as built. In addition, a station user manual shall be provided to Louisville Metro for each station system purchased.

- The training manuals shall contain, but not be limited to:
- A section defining the capabilities of the equipment (specifications).
- A section describing the technical operation of the equipment.
- A section pertaining to station user instructions.
- A section describing the system installation, maintenance, programming, and operation of the equipment.

## **9. ACCEPTANCE TEST PROCEDURES**

Proposers shall provide a paragraph-by-paragraph response to this section indicating their capability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

To ensure appropriate testing, Louisville Metro requires the Vendor to provide a comprehensive acceptance test plan (ATP). This ATP will be prepared and submitted to Louisville Metro for approval.

Proposers shall fully describe their approach to testing and how the testing goals outlined in the following sections shall be met. Proposers shall also describe the process, procedures and software tools they shall use in identifying, tracking, testing, and correcting deficiencies in the system software and associated documentation.

### **9.1. Functional Acceptance Test**

The functional acceptance test will be conducted to verify that the systems installed provide the expected functional capabilities in accordance with the system design criteria. The Contractor will be expected to demonstrate to Louisville Metro that each function and option operates according to the system design documentation. Should any failures be identified during the test, the Contractor will have a reasonable opportunity to correct the deficiencies, after which a retest may be scheduled.

Louisville Metro, at its sole discretion, will require a retest of the failed functions, or may elect to require the Contractor to conduct a complete retest. This process will continue until all functions have passed or it becomes obvious that the system under test will not support one or more functions that it was designed to accomplish. Louisville Metro may decide to negotiate a settlement with the Contractor, or take other steps as deemed appropriate. To ensure that the systems purchased are the most beneficial to Louisville Metro, a functional test similar to the above test may be required before the completion of proposal evaluation and Proposer selection. Proposers must be prepared to conduct such tests for the proposed system upon notification by Louisville Metro. Adequate preparation times will be provided.

### **9.2. System Acceptance Test Documentation**

Before training and acceptance testing, an operational guide or manual, including "as-built" drawings and other appropriate material, shall be delivered in sufficient detail to explain the function(s) and order of sequence required to establish and maintain proper operation.

## **10. SYSTEM DOCUMENTATION**

### **10.1. Technical/Maintenance Documentation**

The selected Vendor shall be required to provide one electronic copy (of each) and three complete printed sets (of each) of the System Maintenance Manual, and an Operations Manual.

Additional technical documentation shall to include, but not limited to:

- Maintenance Plan
- Data Flow Diagrams
- File Structures
- Data Dictionaries
- Language References
- Screen Forms

All documentation shall be delivered to the Project Manager.

Proposers shall provide a paragraph-by-paragraph response to this section indicating their ability to comply with the described requirements. If the Proposer takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

### **10.2. Technical Documentation Required as Part of Proposal Submission**

Proposers shall include the following technical documentation with each *copy of the proposal*:

- Itemized Equipment List For System Configuration
- Software Related Documentation
- Implementation Plan
- Cut-Over Plan
- Acceptance Plan
- Copies of Standard System Reports

### **10.3. System Manuals**

To ensure operational efficiency, Louisville Metro will require various system manuals.

The selected Vendor will be required to provide, in addition to the documents listed above in 10.1, the following:

- Systems Administrator Manual
- Users Manual

## **11.SYSTEM SUPPORT, MAINTENANCE AND WARRANTY**

Proposers shall include a copy of their system support, maintenance and warranty.

### **11.1. Maintenance Following Warranty Period**

The Proposer shall include in the proposal prices for five annual maintenance periods of follow-on maintenance. The first year of maintenance begin 12 months after system acceptance, the duration of the warranty period. Louisville Metro requests that any increase in price for successive annual maintenance periods not exceed 4% annually.

### **11.2. Hardware**

The Contractor will be required to provide system and equipment maintenance support to Louisville Metro during and after expiration of the warranty period. Louisville Metro will require a response time of no more than one hour for a "Major" failure of the system and no more than two hours for a "Minor" failure of the system. The Proposer shall provide the following minimum information about its various maintenance approaches for each of the following system components:

- Servers & Workstations.
- Storage & Backup Subsystems.
- Communications Devices
- Additional Supporting Components Required For Efficient System Operation.

The Proposer shall describe the scope of maintenance coverage and types of programs available to Louisville Metro. The Proposer shall discuss a Preventive Maintenance (PM) schedule and estimate the amount of non-scheduled maintenance (system downtime) for each component of the proposed system.

### **11.3. Maintenance of Contractor Furnished Software**

Louisville Metro requires that the Contractor maintain all Contractor-furnished software in a reliable operating condition, and incorporate the latest software changes applicable to the installed system. The Contractor will describe the nature of his software maintenance coverage and program for maintaining reliable, efficient, and current software. The maintenance contract pricing shall include providing and installing any system software patches, upgrades, enhancements, etc., developed by the software manufacturer during the maintenance contract period.

### **11.4. Maintenance for Discontinued Equipment**

In the event that the manufacture of any equipment component of the system is discontinued by the original equipment manufacturer, the Contractor will agree to provide continuous support and maintenance for the life of the original warranty.

## **12. PRICING Instructions and Proposal Forms**

1. The Vendor shall complete the price sheet provided in Appendix B of this RFP. Vendor shall submit one cost for total system. System shall include all products and services listed in Appendix B of the pricing sheet.
2. The Vendor shall include additional pricing in Appendix B of the same price sheet for optional maintenance. Louisville Metro requests annual costs for extended maintenance services as described in Section 11 for a period of five (5) years to commence when the 12-month warranty period expires. Maintenance costs for each year cannot exceed a 4% increase.
3. The Vendor shall include pricing information on the price sheet for modification services. Louisville Metro request that the Vendor include labor categories applicable to this project and their respective rates. These rates shall be used in the event Louisville Metro wishes to acquire additional services from the contractor for system modification.
4. The Vendor shall include descriptions for supplemental and the respective costs on the price sheet. Costs for each course should be on a per-student basis. This information shall be used in the event that Louisville Metro desires additional training offered by the vendor.
5. Vendors shall complete all the proposal forms presented in the following appendices. These forms must be submitted with your proposal. Each form has related instructions on what information is required. Please be sure you read and understand prior to completing.



**13. Appendix B - System Pricing Information**

<b>Pricing Sheet</b>	
<b>Integrated System</b>	
<i>Component Description</i>	<i>Price per component</i>
<b>Integrated software</b> per the system requirements outlined in this RFP.	
<b>Hardware</b> and associated equipment needed for supporting and operating the software.	
<b>Development of Interfaces</b> in accordance with the interface requirements outlined in Section 7 of the RFP.	
<b>Implementation and Installation Services</b> for the all hardware and software components of the integrated system to include the configuration of forms, reports, screens, incidents, and other agency-specific items.	
<b>User Training</b>	
<b>System Documentation</b> to include technical documents and system manuals.	
<b>Maintenance Services</b> free of charge during the system warranty period.	
<b>TOTAL:</b>	<b>\$</b>
<b>OPTIONAL Maintenance Services</b>	
Enter the yearly cost for maintenance services as described in Section 11 for 5 years to commence when the 12 months warranty period expires. Please note, maintenance costs for successive years cannot exceed a 4% increase.	
<b>Year 1</b>	<b>\$</b>
<b>Year 2</b>	<b>\$</b>
<b>Year 3</b>	<b>\$</b>
<b>Year 4</b>	<b>\$</b>
<b>Year 5</b>	<b>\$</b>

**OPTIONAL Modification Services**

Please enter the labor categories applicable to this project and their respective rates in the rows below. These rates shall be used in the event Louisville Metro wishes to acquire additional services from the contractor for system modification.

	\$
	\$
	\$
	\$
	\$

**OPTIONAL Training**

Please enter any additional courses and their respective costs the Proposer wishes to offer the Louisville Metro Government in the rows below. Provide a short description of the course and the number of classroom hours per student required to complete the course. Costs for each course should be on a per-student basis.

	\$
	\$
	\$
	\$
	\$

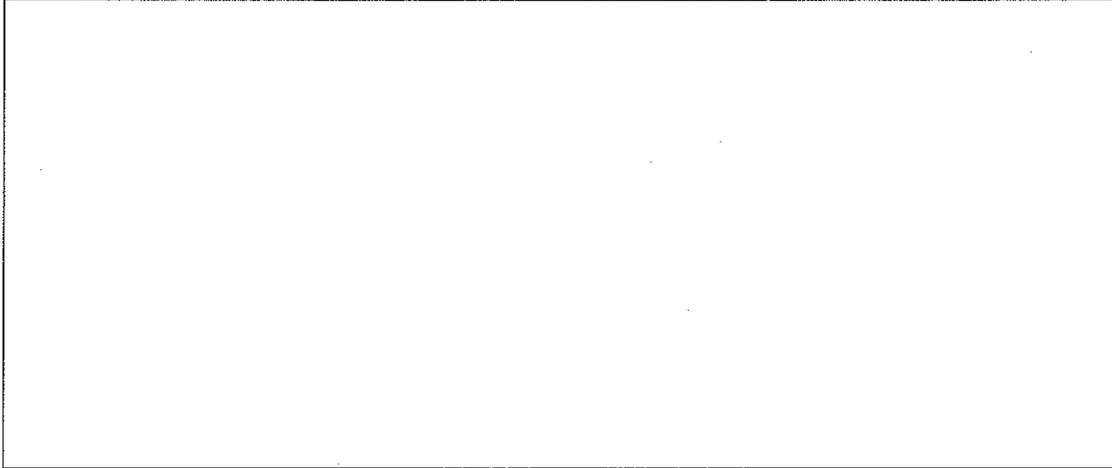
## 14. Appendix C - Assumptions, Constraints and Exceptions

Vendors shall list any Assumptions, Constraints, or Exceptions they may have as it pertains to this proposal process. Additional space may be added if required.

<b><u>Assumptions</u></b>

<b><u>Constraints</u></b>

**Exceptions**

A large, empty rectangular box with a thin black border, intended for the user to list any exceptions to the RFP requirements. The box is currently blank.

### **Supplier Diversity**

BI is committed to working with small, disadvantaged, minority-owned, women-owned, and veteran-owned businesses as partners and suppliers of goods and services. We support the development and growth of these suppliers through mutually beneficial educational and mentoring opportunities, and actively participate in local and national organizations whose purpose is to stimulate the growth of these businesses. BI's Supplier Diversity Program expands and fortifies our world class supplier base. Our goal for this program is to secure stable, diverse suppliers that consistently deliver quality products and services.

BI subcontracts most supplies and services required to build and service its hardware and equipment, which includes, but is not limited to, components, sub-assemblies, and final assemblies. We also subcontract services related to supporting our Monitoring applications and user interfaces. Other service business, such as office furniture and supplies, cleaning companies, shipping companies, and other office type service providers are also solicited. Any and all certified small businesses are eligible to provide these subcontracted products and services. In this manner, we enhance the value of our products and services, and communities benefit from the successes of these diverse businesses.

BI looks at each contract individually in order to determine if there is a need for products or services that fall outside the company's ability to meet that contract's requirements for diverse supplier utilization. If any are identified, BI begins the process of soliciting for those particular products or services. A search within the geographic area of the contract is conducted first, and then secondly a national search is conducted. In order to identify potential sources, we utilize many small business and diverse supplier databases, as well as direct advertising.

Additionally, BI has an internal web page that provides information on our Supplier Diversity Program to all of our employees. This web page includes our policy statement, the current activity related to our actual spending, and the company goals for each type of disadvantaged businesses. It also contains several links to information about MBE, WBE, DVBE, and other small businesses or disadvantaged suppliers throughout the country. This information is provided in order to encourage all BI employees to utilize these resources in their daily spending.

In FY 2009, the following percentages were spent with small, disadvantaged, minority-owned, women-owned, and veteran owned businesses:

	<b>Goal</b>	<b>Actual</b>
<b>Small Businesses</b>	<b>10%</b>	<b>32.1%</b>
<b>Minority-Owned Businesses</b>	<b>3%</b>	<b>5.3%</b>
<b>Women-Owned Businesses</b>	<b>3%</b>	<b>1.5%</b>
<b>Small Disadvantaged Businesses</b>	<b>3%</b>	<b>5.8%</b>
<b>Veteran Owned Businesses</b>	<b>3%</b>	<b>2.1%</b>

## APPENDIX A - REFERENCE FORMS



**APPENDIX A – Reference form**

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

<b>Reference Profile</b>	
Agency Name: Napa County Probation Department	Population Served: probationers and pretrial defendants
Agencies Served: Napa County Probation Department Napa County Jail	
Products Installed: None - contract provides supervision and treatment services	
<u>Reference Point of Contact:</u>  Name: Mary Butler, Chief Probation Officer Address: 1125 Third Street, 2nd Floor Napa, CA 94559 E-mail: mbutler@co.napa.ca.us Phone: (707) 253-4431	Avg. No. Served: 85 No. of Workstations: N/A No. of Field Personnel: 8 FTE Date of Project Commencement: March 2009 Date of Project Completion: None - ongoing
<u>Description of Solution and Services Provided:</u>  The Napa County Community Corrections Service Center is open seven days a week and offers treatment and services to up to 50 probationers and pre-trial defendants. Participants report to the Center daily at first, then less frequently as they comply with program guidelines. Participants are also monitored for alcohol and drug use, meet with case managers, and participate in treatment groups and educational/employment training. Upon referral, a BI staff member administers the LS/CMI assessment to determine the participant's specific treatment needs. Treatment groups include cognitive-behavioral therapy, substance abuse education and treatment, adult basic education and GED preparation, life skills, parent and family classes, anger management, employment skills building, and aftercare. BI also provides treatment and services to up to 50 inmates in the County jail.	

## APPENDIX A – Reference form

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

<b>Reference Profile</b>	
Agency Name: Sedgwick County Dept of Corrections	Population Served: probation violators, chronic offenders, and pretrial defendants
Agencies Served: Sedgwick County Municipal and District Courts	
Products Installed: In addition to providing supervision and treatment services, the program provides electronic monitoring for pretrial defendants	
<u>Reference Point of Contact:</u> Name: Kerrie Platt, Crim Justice Alt Administrator Address: 3803 E Harry, Suite #121 Wichita, KS 67218 E-mail: kplatt@sedgwick.gov Phone: 316-660-7015	Avg. No. Served: 157 No. of Workstations: N/A No. of Field Personnel: 8.5 FTE Date of Project Commencement: July 2006 Date of Project Completion: None - ongoing
<u>Description of Solution and Services Provided:</u> The Sedgwick County Day Reporting Center is a highly structured program for chronic offenders at risk for probation violations and a return to jail. The municipal and district courts refer a mix of clients, including offenders diverted from incarceration, sentenced offenders who are serving out the remainder of their sentences in the community, individuals who have violated probation, and pretrial defendants. Clients are monitored with daily check-ins, alcohol and drug testing, electronic monitoring, remote alcohol testing, and intensive case management. Clients attend group classes such as anger management, life skills classes, cognitive skill building, community connections, GED preparation, employment skills building and career development counseling, parenting and family classes, and substance abuse education and treatment. A special Pretrial Track supervises clients without programming. Clients must report six days per week and receive a breathalyzer test each time they report. They are also subject to random drug tests. In addition, BI monitors pretrial defendants with GPS, RF, or alcohol testing as ordered by the Court; for these clients, BI manages installations and removals, data entry, alert investigation, agency notifications, and inventory management.	

## APPENDIX A – Reference form

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

<b>Reference Profile</b>	
Agency Name: Franklin County, Pennsylvania	Population Served: probation/parole violators and sentenced offenders
Agencies Served: Franklin County Jail Franklin County Probation Department Franklin County Courts	
Products Installed: None - contract provides supervision and treatment services	
<u>Reference Point of Contact:</u> Name: John E. Wetzels, Warden, Franklin County Jail Address: 1804 Opportunity Avenue, Chambersburg, PA 17201 E-mail: jewetzels@co.franklin.pa.us Phone: 717-264-9513	Avg. No. Served: 125 No. of Workstations: N/A No. of Field Personnel: 10 FTE Date of Project Commencement: April 2006 Date of Project Completion: None - ongoing
<u>Description of Solution and Services Provided:</u>  Referred offenders must report within 24 hours, and BI staff conduct an LSI-R assessment to determine each offender's risk of re-offending. The Behavior Change Managers use the results of the LSI-R to create a treatment plan targeting the identified criminogenic needs. Since most referred offenders have significant drug and alcohol problems, all participants must comply with a check-in and breathalyzer test six days per week, and are subject to random drug testing and strict curfews. This intensive supervision helps stabilize participants in the community while the programming restructures their thinking and behavior over time. Noncompliant participants may receive additional sanctions such as electronic monitoring. Treatment and services include cognitive skills building, anger management, drug and alcohol treatment, life skills, and employment and educational services. Clients are also connected with local, established community services.	

**APPENDIX A – Reference form**

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

<b>Reference Profile</b>	
Agency Name: Illinois Department of Corrections	Population Served: Parolees
Agencies Served: Illinois Department of Corrections - Parole Division	
Products Installed: None - contract provides supervision and treatment services We provide RF and GPS monitoring equipment and services under a separate contract	
<u>Reference Point of Contact:</u>  Name: Carol Chrans, Supervisor of Business Op Address: 1301 Concordia Court Springfield, IL 62794  E-mail: carol.chrans@doc.illinois.gov Phone: 217-558-2200 x4133	Avg. No. Served: 560 (capacity = 760)  No. of Workstations: N/A  No. of Field Personnel: 50 FTE  Date of Project Commencement: 1998  Date of Project Completion: None - ongoing
<u>Description of Solution and Services Provided:</u>  BI operates eight Spotlight Reporting Centers (SRCs) for the Illinois Department of Corrections; these Centers are co-located with existing parole offices and have become hubs of supervision, treatment, training, vocational, and educational activity for parolees in the community. Open seven days per week, 365 days per year, the SRCs' program services include assessments, individual case management plans, remote and onsite drug and alcohol testing, cognitive skills treatment, life skills training, substance abuse education and treatment, employment services, GED preparation support, anger management, community service placement, parenting skills, and verification of compliance with parole board orders.	

**APPENDIX A – Reference form**

Primary vendor and subcontractors shall submit a completed Reference Profile Form for each reference provided.

<b>Reference Profile</b>	
Agency Name: New Jersey State Parole Board	Population Served: Parolees
Agencies Served: New Jersey State Parole Board	
Products Installed: None - contract provides supervision and treatment services We provide RF and GPS monitoring equipment and services under a separate contract	
<u>Reference Point of Contact:</u>  Name: David Wolfsgruber Address: PO Box 862 Trenton, NJ 08625 E-mail: david.wolfsgruber@spb.state.nj.us Phone: 609-633-7703	Avg. No. Served: 260 <hr/> No. of Workstations: N/A <hr/> No. of Field Personnel: 29 FTE <hr/> Date of Project Commencement: 1998 <hr/> Date of Project Completion: None - ongoing
<u>Description of Solution and Services Provided:</u> The New Jersey State Parole Board uses reentry programs to treat high-risk parolees who have entrenched attitudinal, motivational, and behavioral issues as well as substance abuse, educational, and employment problems. Using a very structured approach that combines intensive supervision with evidence-based treatment practices, BI has operated a reentry program in Elizabeth for the Parole Board since 1998. The program is located in the same building as the Parole Office, making it easy for parolees to meet two requirements at once and enhancing communication between BI program staff and the Parole Office. Since the establishment of the Elizabeth Reentry facility, the New Jersey State Parole Board has repeatedly expanded this program via the competitive bid process. BI has successfully won three additional Reentry contracts with the Parole Board with facilities in Atlantic City, Perth Amboy and Neptune. Programming includes case management, relapse prevention, anger management, employment readiness; parenting, adult education services, GED preparation, MRT, gang prevention, and life skills.	

## APPENDIX B - PRICING SHEET



**APPENDIX B – pricing sheet**

Services: Day Reporting Center for offenders under the supervision of Louisville Metro Department of Corrections

Location: Louisville, Kentucky

Daily Rate	Year 1	Year 2
0-25	\$55 per participant per day*	\$55 per participant per day*
26-50	\$40 per participant per day*	\$40 per participant per day*
51-75	\$24 per participant per day*	\$24 per participant per day*
76-100	\$20 per participant per day*	\$20 per participant per day*
101-125	\$17 per participant per day*	\$17 per participant per day*
126-150	\$15.50 per participant per day*	\$15.50 per participant per day*

Daily Rate is the cost to operate the center for the amount of clients requested. This includes all services to be provided by the contractor to the individual participants.

Contractor Name:

Address:

**B.I. Incorporated**

**6400 Lookout Road**

**Boulder, CO 80301**

Name and signature of authorized individual submitting costs:

Name: **Michael E. Hankerd**

Title: **Corporate Controller**

Signature: 

Date: **October 20, 2009**

NO DEVIATIONS IN COST DATA WILL BE ACCEPTED. FAILURE TO PROVIDE THE REQUIRED INFORMATION MAY RESULT IN THE ENTIRE PROPOSAL BEING DISQUALIFIED.

This sheet must be included with the proposal.

**\*Daily rate is billed seven days per week, and remains the same for Year 1 and Year 2.**

## **APPENDIX C - ASSUMPTIONS, CONSTRAINTS, AND EXCEPTIONS**

## Appendix C - Assumptions, Constraints and Exceptions

Vendors shall list any Assumptions, Constraints, or Exceptions they may have as it pertains to this proposal process. Additional space may be added if required.

### **Assumptions**

We based our proposed program and price on the following assumptions:

- ❖ The Louisville Metro Government provides all office space, furniture, utilities, Internet connectivity, computers, and office services such as security and cleaning
- ❖ The Louisville Metro Government provides office space for six staff, plus two group rooms, and room for an education/employment lab
- ❖ BI provides office supplies and curricula
- ❖ BI provides a Program Manager, two Case Managers, two administrative personnel, and an Education/Employment Coordinator to provide all services not subcontracted
- ❖ BI staff administer all alcohol and drug tests, and BI provides all testing equipment

### **Constraints**

**Exceptions**

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**ORIGINAL**

# Day Reporting Center

Prepared by BI Incorporated for Louisville Jefferson County Metro Government

## RFP Number 1901

Point of Contact:

Cathy Fulda

Business Development Executive

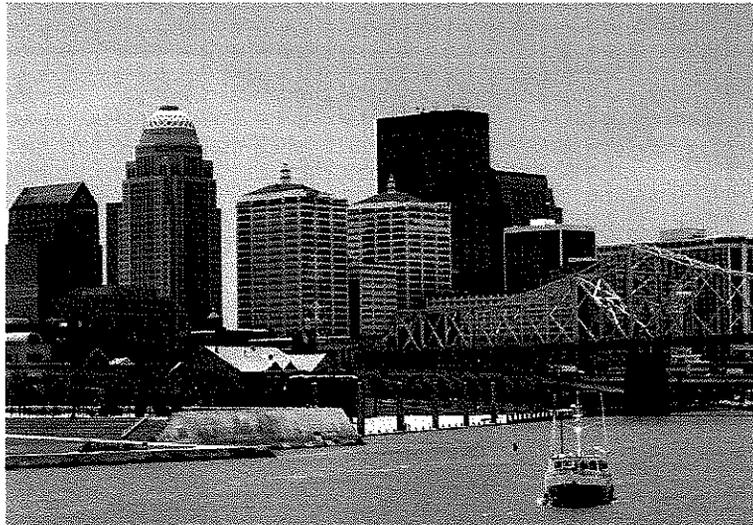
3701 Brighton Lane

Anderson, IN 46012

Ph: 800.284.1678

Fax: 765.641.2935

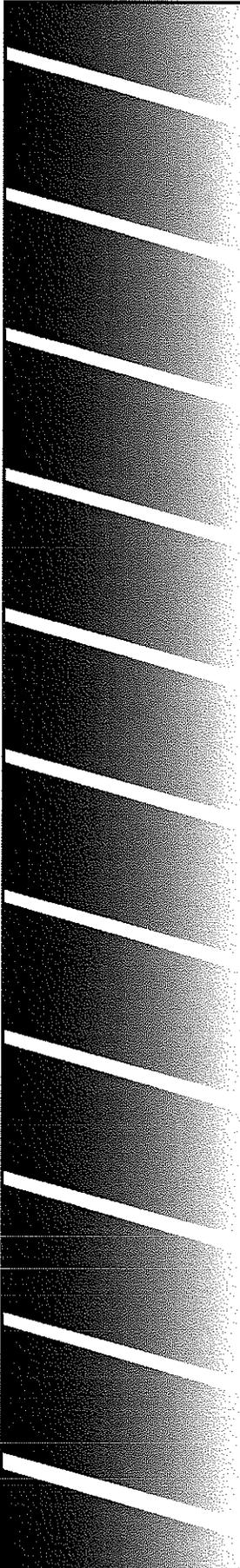
Cathy.Fulda@bi.com



October 22, 2009

at 3:00 p.m.





## Our Promise to You

BI Incorporated is committed to conducting business in an ethical manner and with respect for the customers that we serve. There is little margin for error when considering community public safety. So, as part of BI's continuous effort to provide the highest level of overall service, it is our promise to you that BI will:

- Employ ethical team members who strive for the highest level of excellence, accountability and integrity
- Provide an accurate and clear representation of our products, services, certifications and qualifications
- Focus on your needs, and how we can best meet them, rather than focus on what our competitors can or cannot do
- Provide you with reliable and effective technology
- Provide you with responsive and knowledgeable 24x7 customer service and support
- Identify important agency risks, system limitations, or program considerations that may impact community public safety

BI's reputation as an industry leader is based on our strong tradition of quality, trust, and integrity in all aspects of our business. It is not just about what we sell or the services we provide, it is about who we are as a company.

All BI employees are required to understand and follow a Code of Ethics and Business Conduct, which is available for your review. BI will always be a trusted, honest and reliable partner to our customers. That is our promise to you.

*Bruce J. Thacher*

Bruce J. Thacher  
President & CEO  
BI Incorporated



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## PROPOSAL TRANSMITTAL LETTER

October 20, 2009

Betsy Helm  
Metro Purchasing Department  
611 West Jefferson Street, Mezzanine Level  
Louisville, KY 40202

Dear Ms. Helm:

The leadership of the Louisville Metro Department of Corrections (LMDC) is dedicated to improving the management of jail populations through the use of alternatives to detention, and understands that the realization of this important initiative benefits both offenders and citizens by reducing recidivism, saving tax dollars, streamlining court processes, and positively impacting community safety. As a direct solution for the LMDC's need for community alternatives, BI Incorporated proposes our evidence-based Day Reporting Center (DRC) program model, which will enhance the continuum of services currently available to the LMDC.

The research-based reentry development that BI has done over the last 15 years uniquely positions us to meet the goals of the LMDC, as well as the requirements of Bid 1901. Our proposed DRC model is a one-stop resource that addresses the LMDC's needs for offender risk control *and* risk reduction. We offer an appropriate blend of supervision, case management, and cognitive-behavioral treatment services for each client based on their individual criminogenic needs and risks. We design our programming to incorporate the eight evidence-based principles for effective interventions, and our staff keeps current with the latest research and best practices.

BI proposes its DRC program in response to Part I of Bid 1901, and is not submitting a proposal in response to Part II. When the LMDC acquires an electronic compliance/accountability system, BI will work with the LMDC to implement the system as required in the DRC. However, BI's program design includes the use of AccuTrax<sup>®</sup>, BI's proprietary case management software. AccuTrax is a secure, web-based system that allows authorized BI and agency users to view a client's status and progress in the program.

BI is a highly qualified service provider with over 20 years of experience in providing proven offender monitoring solutions for corrections agencies across the nation. This includes electronic monitoring products and services since 1985, case management services since 1991, and day reporting programs for at-risk offenders since 1993. Currently, we provide evidence-based programming to high-risk offenders in 36 reentry programs in ten different states.

Corrections research has shown that it is possible to reduce recidivism by using evidence-based programs such as the DRC model offered by BI. We look forward to working with the Louisville

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Proposal Transmittal Letter

Metro Department of Corrections to implement this program, and to assisting the LMDC in the achievement of its desired goals and outcomes.

Sincerely,



Cathy Fulda, Business Development Executive



## EXECUTIVE SUMMARY

BI is committed to working closely with the Louisville Metro Department of Corrections in order to implement an intensive program model that serves court-involved individuals with alternative sanctions, which in turn will allow Louisville Metro to improve jail population management. We propose a Day Reporting Center (DRC) that incorporates supervision services, case management, and evidence-based practices such as cognitive-behavioral treatment. Implementing a BI DRC will assist Louisville Metro for the long-term in balancing jail populations, increasing available sentencing options, utilizing current corrections research, and allowing offenders to serve sentences while remaining connected to their communities and families - all without compromising the safety of the citizens living in Louisville.



As a progressive approach to offender supervision, Louisville Metro seeks to implement an evidence-based day reporting center that will provide an important alternative to incarceration. BI is committed to helping Louisville Metro realize this goal and proposes a DRC that incorporates supervision services, case management, and evidence-based practices such as cognitive-behavioral treatment from a single location.

We propose to implement a fully staffed DRC facility within the city's local Community Corrections Center. With the capacity to serve 40 pretrial and sentenced clients, as well as 35 in-custody clients, the DRC will be open Monday - Friday, from 8:00 a.m. to 8:00 p.m. and on Saturday from 9:00 a.m. to 1:00 p.m.

Conveniently located at 316 E. Chestnut Street in Louisville, our DRC is easily accessed via public transportation routes. However, BI understands that a means of reliable transportation may be one of the issues that clients face. Therefore in addition to locating our DRC close to public transportation routes, BI Case Managers will further work with clients to address or help budget for any transportation needs.

In addition to implementing and running a DRC, BI can support electronic monitoring (EM) equipment as a part of Louisville Metro's DRC program. EM equipment can be utilized as an additional supervision tool to determine client compliance with curfews, no-contact orders, and other conditions of release or probation. BI proposes that electronic monitoring be used primarily within the DRC's Violator Track, as a sanction for persistent non-compliant behavior. According to Louisville Metro instructions, a specific score on the client's initial assessment could also warrant automatic placement on EM.

BI proposes that any DRC clients on EM be monitored through Louisville Metro's current monitoring agreement with BI. The staff currently responsible for Louisville Metro's EM equipment installations, removals, enrollments, inventory management, alert management, and equipment troubleshooting and repair would also handle these services for DRC clients on EM. Clients would then report to the BI DRC for check-ins, breathalyzers, random drug tests, and targeted treatment services as scheduled. However, if this method is not feasible for Louisville Metro, BI will work with Louisville Metro to have our DRC staff handle all of the above listed

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**Executive Summary**

EM services for DRC clients on electronic monitoring, in addition to providing the proposed DRC programming.

**Program Design**

BI will provide services to all referred clients who have been approved for acceptance into the DRC program. BI proposes to provide evidence-based programming for community-based clients such as pretrial defendants and sentenced offenders, as well as for offenders who are in-custody of the Department of Corrections.

Clients based in the community would come to the DRC to receive services, while BI DRC staff would go to the jail to deliver services to in-custody clients. Programming would be available to sentenced inmates in the jail, to sanctioned offenders either in the jail or in the community, and to offenders under community supervision. Through the use of a phased program design that allows clients to make progress at their own pace, the DRC will provide case management, supervision services, and cognitive-behavioral treatment that adheres to evidence-based practices.

**Case Management**

Efficient case management allows DRC staff to match clients with the most appropriate treatment services, as well as track and document a client's progress through the program. Each client will work closely with their assigned BI Case Manager. Case Managers meet with their clients one-on-one at least once per month to review progress, address any issues, and enhance self-efficacy. Case management services include the following:

- ❖ **Intake.** Upon enrollment in the program, clients complete the client intake package, which includes personal contact information, DRC program rules and guidelines, any legal agreements and releases, and initial client history.
- ❖ **Assessments.** LS/CMI, substance abuse, employment, education, and other applicable specialized assessments are administered by DRC staff to best determine each clients' needs
- ❖ **Orientation.** Clients are introduced to the concept of change, program questions/concerns are addressed by DRC staff, and client program expectations are set.
- ❖ **Behavior Change Plan.** Based on assessment results, the Behavior Change Plan includes individual client goals and is adjusted as the client progress through program.

**Supervision**

Supervision creates consistent structure and boundaries for clients, and is necessary to control offender risk in the short-term. Supervision services include the following:

- ❖ **Check-Ins.** Each time a client arrives at the DRC, the first thing they do is report to the BI Client Services Specialist. The date and time of every check-in is recorded. As the client successfully progress through the program, the amount of required check-ins per week decreases accordingly.
- ❖ **Alcohol & Drug Testing.** Each time a client checks-in, the Client Services Specialist administers a breathalyzer test. Clients are also subject to random drug tests. The

administration and results of all tests are recorded and reported. As the client successfully progress through the program, the amount of required drug tests decreases accordingly.

- ❖ **Electronic Monitoring.** Clients can also be monitored with electronic monitoring equipment in order to further determine compliance with curfews or other conditions of release or probation. Electronic monitoring can also be used as a sanction for persistent non-compliant behavior.

### Cognitive-Behavioral Treatment

Evidence-based treatment practices are necessary to reduce risk in the long-term. With the information obtained from validated risk-assessment tools like the LS/CMI, clients receive treatment training and attend group sessions that are appropriate to their identified criminogenic risk/needs. BI treatment groups are cognitive-behavioral in design, and include cognitive skills building, parenting skills, employment readiness, and life skills. Clients can also receive educational, vocational, and/or employment services. The DRC will also include computers that clients can use to work through a variety of computer-based educational and vocational modules, as well as for self-directed study and job searching.



Only programming that incorporates evidence-based practices (EBP) to deliver effective and targeted services can help Louisville Metro achieve its goal of successful offender reentry. BI's DRC programming specifically incorporates the principles and practices shown by research to improve offender outcomes.

### Program Phases

BI DRCs use a phased program design that allows clients to make progress at their own pace. Clients achieve milestones and learn the skills they need to reenter their communities and succeed over the long-term. For community based clients, the program also includes alcohol and random drug testing, and requires clients to be alcohol and drug free in order to progress through the phases.

- ❖ Clients begin in **Phase 1 (Motivation Phase)** and should successfully complete the milestones of this phase in 30 - 45 days. These milestones include intake and orientation, all required screenings and assessments, creation of a Behavior Change Plan, identification of needed community resources, and completion of MRT through Step 3. Clients will also attend the Change Orientation group, the Employment Readiness group. Community based clients must also complete Community Connections and may begin educational, vocational, and/or employment training in Phase 1.

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**Executive Summary**

- ❖ After successful graduation from Phase 1, clients move to *Phase 2 (Treatment Phase)*. In addition to continuing with MRT and educational, vocational, and/or employment training, clients attend additional treatment groups to address and reduce their identified criminogenic risks and needs.
- ❖ In *Phase 3 (Reentry Phase)* clients complete MRT and their other treatment groups. Before graduation, community based clients should have stable housing and be employed or actively seeking employment, or be a student with at least nine credit hours at an accredited institution. In-custody clients who complete all other Phase 3 milestones are expected to obtain stable housing and be employed or actively seeking employment, or be a student with at least nine credit hours at an accredited institution before finishing the Aftercare phase.
- ❖ *Aftercare*. Aftercare planning is a key component of BI's programming model, and addresses critical client needs as clients move into independent living. Aftercare services include pro-social family and community support, relapse prevention activities, pro-social cognitive decision-making, education and employment assistance, and continued alcohol and drug testing.

**In-Custody Clients**

BI Case Managers will deliver services in the jail to in-custody clients; however, since these clients are in DOC custody, they would not be on electronic monitoring or subject to alcohol and drug testing. Case Managers would come to the jail to conduct intake and orientation; screening and assessments; develop and monitor Behavior Change Plans; deliver educational, vocational, and employment services; and conduct treatment groups. In addition, Case Managers will work with clients to identify appropriate housing for when the client is released, possible employment opportunities, transportation accommodations, and other needed resources. We propose that in-custody clients who have not finished treatment be transitioned to the DRC to complete the program upon release. Clients who complete the program while still incarcerated will be transitioned to the DRC's Aftercare Phase upon release.

**Community Based Clients**

We anticipate that community based clients will include clients directly sentenced or referred to the DRC, as well as clients who have completed their jail sentences. Clients who have not received any prior DRC programming will start with intake and Phase 1. Clients who previously received DRC programming while in custody will resume the programming they began and will continue working through the phases. For example, a client who has completed Step 3 of MRT while in custody would not be expected to start again at Step 1 when released. He or she would join an MRT group at the DRC and continue to work from Step 3. The main change to a transitioned client's Behavior Change Plan will be the monitoring component. Transitioned clients will be subject to alcohol tests, random drug testing, and electronic monitoring (if necessary) during their time as community based clients in the DRC program.

When new community based or in custody clients enter the program, assessment tools are used to identify his or her specific criminogenic risk/needs, and an individualized Behavior Change Plan is created that outlines program goals, action items, and addresses the client's specific barriers to successful reentry.

**Data Collection**

The leadership of Louisville Metro should expect meaningful results for the treatment and services provided through the DRC. This progress can only be measured by collecting data and evaluating the results. Our top priority for the Louisville Metro DRC is to successfully reintegrate clients into the community and to avoid new crimes or a return to custody. In order to evaluate the program's effectiveness in achieving these aims, the DRC will collect pertinent data to measure the program's ability to meet outcome objectives. BI requires all DRC staff to collect the following data and enter it in AccuTrax, BI's electronic case management system

- ❖ Client name and contact information
- ❖ Assessment results
- ❖ Behavior Change Plan
- ❖ Check-in dates and times
- ❖ Breathalyzer and urinalysis results
- ❖ Appearance for scheduled activities (check-ins, groups, etc.)
- ❖ Participation and progress in treatment groups
- ❖ Employment and education status
- ❖ Number of community referrals made
- ❖ Whether eligible clients have qualified for SSI, disability, etc.

**AccuTrax**

All of our supervision programs use AccuTrax, BI's proprietary computerized case management system, to electronically maintain client and program information. AccuTrax enables staff to record and retrieve information, and is easily available to all authorized users with Internet access. When a client enrolls in the program, a BI staff member enters the client's contact and case information, and schedules required activities such as assessments and orientation.

Each time a client checks in to the DRC, a BI staff member administers a breathalyzer and records the results in AccuTrax. AccuTrax also automatically displays the services and groups scheduled for the client that day. If the client must take a drug test, the staff member also records the results of that test. For groups, AccuTrax creates rosters for the facilitator to electronically record who attended and who failed to appear, and to enter class notes for each client.

At midnight every day, AccuTrax generates the scheduled services for the new day and generates violations for required services that were not completed the previous day. Each day, BI staff review the previous day's violations and either confirm or dismiss the violation. Confirmed violations are handled per Louisville Metro direction, and actions taken are recorded for all violations.

**Reports.** AccuTrax includes numerous pre-defined reports that staff can use to produce statistical reports on one client or all clients. Users can run reports on demand, schedule reports for delivery to email, and create customized reports. Reports can be downloaded and saved, and are available in Word, Excel, Access and PDF formats.

Executive Summary

BI

1:48 pm Thu, Oct. 15  
Greene

Office:  
**Atlantic City**  
Agency:  
None Selected

None Selected

- Select Client
- Check-In
- Client History
- Client Activity
- Case Notes
- Flash Notes
- New Violation
- Review Violations
- Reprint Receipt

- Personal Information
- Address Details
- Case Information
- Case Mgmt Plan
- Employment
- Education
- Personal Contacts
- Alternate ID's
- Referrals
- Emergency
- Mental Health
- InPrison Program
- Grievance
- LSCA

- Office
- Agency
- Reports
- About AccuTrax

**Client Activity**

Date Range From: 10/01/2009 To: 10/15/2009

Payable Balance = \$0.00    Receivable Balance = \$0.00    Total Balance = \$0.00

Service	Amount	Status	Day End	Status
SERVICE: 10/03/09 Breathalyzer / Check-In	\$0.00	NOT GIVEN	VIOLATION	Day End
10/04/2009 3:31pm (aruit) Client excused from reporting on this date per referring agent. 10/03/2009 11:59 (Day End)				
SERVICE: 10/02/09 Breathalyzer / Check-In	\$0.00	Results: 10/02/2009 Breathalyzer / Check-In		Negative - Level 0
SERVICE: 10/01/09 Breathalyzer / Check-In	\$0.00	Results: 10/01/2009 Breathalyzer / Check-In		Negative - Level 0
<b>Case Management Life Skills Group</b>				
SERVICE: 10/15/09 Case Management Life Skills Group	\$0.00			
SERVICE: 10/13/09 Case Management Life Skills Group	\$0.00	VIOLATION	Kevin Green	Status-Accepted
10/13/2009 15:32:59(green) Client did not attend Group. Results: Case Management Life Skills Group		COMPLETED		VIOLATION
SERVICE: 10/08/09 Case Management Life Skills Group	\$0.00	VIOLATION	Day End	Status-Dismissed
10/12/2009 4:37pm (aruit) Client did complete this service. Staff did not complete check-in process in AccuTrax. 10/08/2009 11:59 (Day End) Results: Case Management Life Skills Group		COMPLETED	10/13/2009 11:01:37(green)	Life Skills Group. 10/8/09. The Group was welcomed and greeted by this writer. Group Rules were read by this writer and enforced. The homework was reviewed and discussed in class. Homework assignment was page 4 of the BI Change Companies Coping Skills book which covered Focus on Healthy Relationships. Clients were able to discuss in group their homework and were awarded chips as reward for completion and sharing in group. The new skill set lesson introduced was how to create a balance action plan using their life's balance wheel. Clients discussed their 1) Healthy Relationships 2) Unhealthy relationships 3) job satisfaction and dissatisfaction 4) their interests and 4) emotional well being. (A) Client participated in group discussion and completed graduated homework assignment. (P) Client were given the following homework, client also was asked to develop a balanced life action plan using the same elements working with the person that client live with to develop one with them.
SERVICE: 10/06/09 Case Management Life Skills Group	\$0.00	Results: Case Management Life Skills Group	COMPLETED	10/06/2009 16:44:15(green) LIFE SKILLS: (D) There were 14 clients in attendance for life skills on 10/6/09 from 11:45-13:15. Clients were greeted at the door. Group rules were reviewed. Group facilitator reviewed the last lesson on the habit of accepting responsibility. The facilitator reviewed homework on page 7 and reviewed the 3 habits discussed in prior group. Case manager covered the new lesson on the habit of relaxation. Practice included standing up in group and doing simple exercises that help relax the body and mind. (A) Client actively participated in group by discussing how he practiced the lesson at home. (P) Client was asked complete journal page 7 at home and continue to practice assertive communication when they report to the center and at home to discuss in group next week.
SERVICE: 10/01/09 Case Management Life Skills Group	\$0.00	Results: Case Management Life Skills Group	COMPLETED	10/02/2009 17:14:42(aruit) LIFE SKILLS: (D) Client attended parenting. 10/01/09. Clients were greeted and group rules were read. Clients discussed 3 of the 10 good habits: letting go of resentments, asking for help, and the habit of rational thinking. Group discussed the affects of holding onto grudges: why it's sometimes difficult to ask for help, and the practice of thinking before acting. (A) Client participated and complied with group rules. (P) Homework: page 9 and 10 of the Making a Commitment book.
<b>Domestic Violence Education</b>				
SERVICE: 10/03/09 Domestic Violence Education	\$0.00	Results: Domestic Violence Education	COMPLETED	
SERVICE: 10/02/09 Domestic Violence Education	\$0.00	Results: Domestic Violence Education	COMPLETED	10/03/2009 14:39:52(green) DOMESTIC VIOLENCE 10/03/09 (D) There were 8 clients in attendance for group from 1:45 to 3:15. Clients were greeted and welcome to the group. The facilitator of the group read the group rules, and expressed the importance of group rules. The facilitator of the group talked in-depth "Why it Matters". The facilitator talked about Domestic Violence is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior perpetrated by an intimate partner against another. It is an epidemic affecting individuals in every community, regardless of age, economic status, race, religion, nationality or educational background. Violence against women is often accompanied by emotionally abusive and controlling behavior, and thus is part of a systematic pattern of dominance and control. Domestic violence results in physical injury, psychological trauma, and sometimes death. The consequences of domestic violence can cross generations and last a lifetime. (A) Client was willing to share why most cases of domestic violence are never reported to the police. (P) Graduated practice was to come to group prepared to discuss witnessing violence between one's parents or caretakers is the strongest risk factor of transmitting violent behavior from one generation to the next.
<b>Drug Screen</b>				
SERVICE: 10/13/09 Drug Screen	\$0.00	NOT GIVEN	VIOLATION	Day End
10/13/2009 11:59 (Day End)				
SERVICE: 10/08/09 Drug Screen	\$0.00	NOT GIVEN	VIOLATION	Day End
10/08/2009 11:59 (Day End)				
<b>Employment Readiness Class</b>				
SERVICE: 10/15/09 Employment Readiness Class	\$0.00	Results: Employment Readiness Class	COMPLETED	10/15/2009 12:05:15(grobinson) Client was

With AccuTrax, staff can keep detailed notes on a client's progress, participation, and compliance. This individualized attention and tracking saves a thorough record of the client's time in the program, and facilitates communication between members of the client's treatment team.

**Outcomes.** Tracking outcomes is crucial for determining the effectiveness of a program. AccuTrax includes an Intermediate Outcomes Report that helps BI management evaluate client progress and program effectiveness. It reports program attendance, program completions, average length of stay, drug and alcohol test results, employment and education changes, changes in assessment scores, number of community referrals, and participation and progress in treatment groups.

**Research-Based Program Design**

For agencies like the LDMC that seek to reduce recidivism, an effective approach is to implement programs that have been shown through rigorous evaluation to lower an offender's risk of re-offending. More than a quarter century of corrections research has shown that good results *can* be achieved. Programs that identify and target services toward "criminogenic risks/needs" can achieve significant reductions in recidivism. Criminogenic risks or needs are factors, such as anti-social thinking or substance abuse, that increase the likelihood of re-offending. Programs that target multiple needs, focus on high-risk offenders, and use cognitive-behavioral treatments are particularly successful.

8

BI Incorporated 6400 Lookout Road, Boulder, CO 80301 p.303.218.1000 f.303.218.1250 www.bi.com

**What Works in Corrections** is a term commonly used in the corrections arena to refer to the body of research that seeks to answer the question: *What works, if anything, to lower the recidivism rates of offenders?* Over the years, researchers have conducted numerous evaluations and meta-analyses of correctional programs and have found that some programs have no effect or even negative effects on recidivism, while other programs achieve significant reductions (25% or more)<sup>1</sup> in recidivism. By studying the variations in success, **What Works** has concluded that the programs achieving the greatest reductions in recidivism:

- ❖ Focus on high-risk offenders
- ❖ Target the factors that contribute to criminal behavior
- ❖ Use cognitive-behavioral treatments

**Focus on High-Risk Offenders.** With proper assessment, researchers and practitioners have demonstrated that it is possible to predict an offender's likelihood of committing new offenses with as much as 80% accuracy.<sup>2</sup> The most reliable method for determining the offender's risk level is to use actuarial-based assessment instruments, such as the LSI-R. Each LSI-R score is correlated with a specific likelihood that an offender will re-offend, and allows programs to target higher risk offenders.

Research indicates that supervision and treatment of lower-risk offenders produces little or no change in recidivism rates and can even result in negative effects. Yet focusing on higher-risk offenders can yield remarkable reductions in recidivism. Shifting available resources to the offenders with the greatest need for intervention results in a much greater return on investment in terms of increased public safety and a reduced burden on criminal justice agencies.

**Target the Factors that Contribute to Criminal Behavior.** The factors that most strongly correlate to criminal behavior - and those that are also the best predictors of recidivism - are called *criminogenic risk factors*.<sup>3</sup> The eight risk factors that are most strongly correlated with re-offending are called The Central Eight. The top four factors in most meta-analyses are:

- ❖ Antisocial attitudes
- ❖ Antisocial associates
- ❖ Antisocial personality patterns (such as restless aggressive energy, egocentrism, a taste for risk, poor problem solving skills, and impulsivity)
- ❖ History of antisocial behavior

These four factors may be ranked differently in different studies, but are consistently the four top ranked factors. The other four factors are called the Moderate factors and are:

- ❖ Problematic circumstances at home (such as low levels of affection, caring, and cohesiveness; poor parental supervision; neglect and abuse)

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1. Wilson, D. B., Bouffard, L. A., & MacKenzie, D. L. (2005). "A quantitative review of structured, group-oriented, cognitive-behavioral programs for offenders." *Journal of Criminal Justice and Behavior*. 32(2), 172-204.  
2. Andrews, D.A. and J. Bonta (2003). "The Psychology of Criminal Conduct, Third Edition." Anderson Publishing.  
3. Andrews, D.A. and J. Bonta (2003). "The Psychology of Criminal Conduct, Third Edition." Anderson Publishing.

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**Executive Summary**

- ❖ Problematic circumstances at school or work (such as low levels of education and achievement, and unstable employment history)
- ❖ Problematic leisure circumstances (such as poor use of recreational time)
- ❖ Substance abuse

Risk factors can be either static or dynamic in nature. Static risk factors are historical and primarily unchangeable attributes (such as criminal history or past behavior). On the other hand, dynamic risk factors, also referred to as *criminogenic needs*, are those risk factors that can be changed (such as attitudes or current substance abuse). Programs that target offenders' criminogenic needs, and particularly programs that address multiple needs, can see substantial reductions in recidivism.

**Use Cognitive-Behavioral Treatments.** Given that the strongest predictors for criminal behavior include dynamic factors like antisocial attitudes, antisocial peers, and antisocial personality traits, the most effective interventions for medium- to high-risk offenders includes a cognitive-behavioral approach, which addresses thinking processes, beliefs, values, and life skills. Meta-analyses of programs designed for criminal offenders have shown cognitive behavioral programs to be very effective in reducing recidivism rates.<sup>4 5</sup>

Cognitive-behavioral strategies combine two very effective kinds of psychotherapy - cognitive therapy and behavioral therapy. Cognitive therapy encourages people to recognize and change faulty or maladaptive thinking patterns. For example, someone having trouble with a math problem may be thinking, "I'm stupid, I can't do math." Replacing negative thoughts such as these with more realistic thoughts such as, "This is hard, I'll ask for help," has been found to help people succeed when they previously experienced repeated failure. Behavioral therapy focuses on the effect of specific actions and environments on behavior. For instance, people who want to stop smoking may need to change their daily habits to break the cycle or pattern of undesired behavior. Instead of having their daily coffee upon waking—which may trigger the urge to have a cigarette—they are encouraged to take a morning walk without their cigarettes.

Cognitive-behavioral treatments emphasize the important role thought plays in our emotions and actions. If thoughts cause feelings and behaviors, then it is possible to change the way we behave by changing the way we think. In corrections, cognitive-behavioral treatments help offenders identify and change the antisocial beliefs, thoughts, and values that contribute to their criminal behavior.

### **Evidence-Based Principles and BI's Alignment**

The National Institute of Corrections Community Corrections Division and the Crime and Justice Institute issued a report that distills the **What Works** research into eight interdependent evidence-based principles (EBP). These principles help agencies evaluate the effectiveness of

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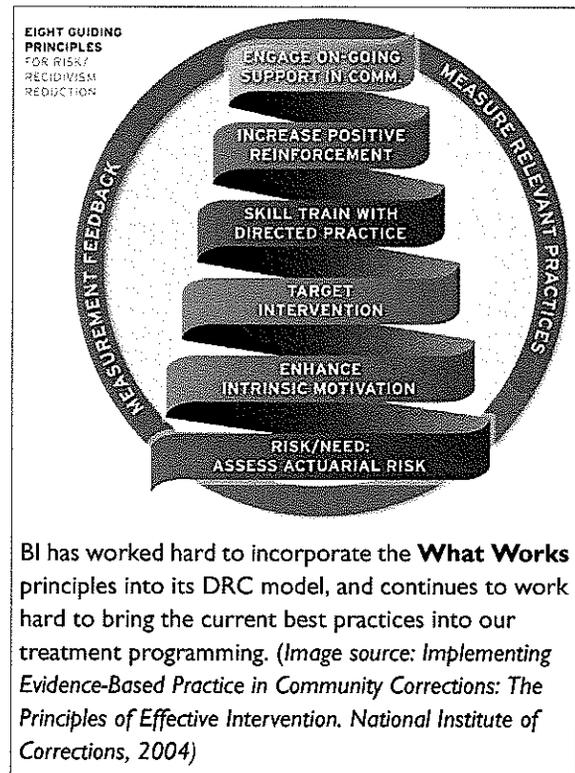
4. Lipsey, Mark W., Gabrielle L. Chapman, and Nana A. Landenberger (2001). "Research Findings From Prevention and Intervention Studies: Cognitive-Behavioral Programs for Offenders." *The American Academy of Political and Social Science*.

5. Little, Gregory L. (2005). "Meta-Analysis of Moral Reconciliation Therapy(r): Recidivism Results From Probation and Parole Implementations." *Cognitive-Behavioral Treatment Review* 14:14-16.

their correctional interventions in improving case outcomes and public safety.<sup>6</sup> BI has worked hard to incorporate the **What Works** principles into its reentry program model, and continues to evaluate new research in order to bring the current best practices into our treatment programming. In sequence, the following is a description of each of the eight evidence-based principles and how BI aligns with them:

1. **Assess Actuarial Risk/Needs.** The effective treatment and supervision of offenders requires a reliable and valid assessment of offenders' criminogenic risks and needs, as administered by formally trained staff. Being able to identify offenders with a high probability for re-offending is an absolutely crucial step in allocating resources, reducing recidivism, and improving public safety.

**BI's alignment.** BI staff have used the LSI and the LSI-R, both validated assessment tools, for approximately 15 years. We have recently automated the LSI-R tool in order to improve data input and allow for easier reporting. BI staff conduct an LSI-R for each client at intake, and again after six months or upon program completion. All BI Case Managers and others involved in performing assessments are trained in the use of the LSI-R and receive regular follow up training from one of seven BI LSI-R subject matter experts.



2. **Enhance Intrinsic Motivation.** Researchers investigating the factors that lead offenders to respond to intervention discovered that the most effective approach was to encourage offenders to take responsibility for change. As a result, they recommend using an evidence-based approach called *Motivational Interviewing*<sup>7</sup> (MI) which was originally developed as a strategy for working with substance abusers. MI isn't just a way of gathering information, it is a communication style that avoids confrontation and arguing. It uses open-ended questions, affirmations, and reflective listening to encourage clients to discover goals and explore solutions. Motivational interviewing is specifically designed to decrease resistance to change and increase the cognitive skills needed to achieve change. Research strongly suggests that motivational interviewing techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.<sup>8</sup> Motivational interviewing increases client engagement, retention, and compliance, and improves treatment outcomes.

6. Ibid

7. Miller, William R. and Stephen Rollnick (1991). "Motivational Interviewing." Guilford Press.

8. National Institute of Corrections. *Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention* (2004). found at <http://nicic.org/Library/019342>

## Executive Summary

**BI's alignment.** In 2007, BI hired a certified MI trainer to train all of our staff in California on Motivational Interviewing. Since that time we have added MI to our Level II training course in Boulder. MI training is also a key component of new office staff training. We have implemented an MI certification process that requires staff to submit taped assessments and other interactions with clients for critique by the MI trainer. We have also created a desk top MI quick reference guide that lists the principles of MI and sample questions for staff to use when interviewing clients. A cornerstone of MI training is the OARS acronym. We have created colorful OARS posters for all BI offices to support regular use of MI.



With training in Motivational Interviewing, BI DRC staff can assess a client's stage of change, and elicit from the client the obstacles that may prevent or impede change. Staff can also help clients identify the benefits of change as well as achievable next steps.

### 3. Target Interventions

- ▶ **Risk Principle.** The risk principle follows from the finding that effective programs target high-risk offenders. It requires that the intensity of services and supervision be matched to the level of offender risk. Less hardened or lower risk offenders do not necessarily require intervention and actually may be made more likely to offend by intrusive interventions. Reserving correctional resources for the high-risk offender increases public safety, can significantly reduce recidivism, and makes the most efficient use of those resources.
- ▶ **The Need Principle.** Only certain needs are directly linked to crime. Criminogenic needs are issues that, when successfully addressed, lower the probability of recidivism. Effective treatment should be targeted toward these criminogenic needs. Any treatment not targeting criminogenic needs is counterproductive to efficiency and effectiveness.
- ▶ **The Responsivity Principle.** The Responsivity Principle refers to the delivery of treatment programs in a manner that is consistent with the ability and learning style of an offender. Treatment effectiveness (as measured by recidivism) is influenced by the interaction between offender characteristics (relative empathy, cognitive ability, maturity, gender, race, motivation, etc.) and service characteristics (location, structure, skill and interest of providers, counselor characteristics, etc.).
- ▶ **Dosage.** It is important to apply the correct "intensity" of treatment to identified criminogenic needs. High criminogenic needs require high levels of treatment; moderate needs require moderate treatment. Research has demonstrated that over-treating, or providing too much service, can actually increase an offender's risk of re-offending.

**BI's alignment.** From a client's LSI-R assessment results, BI staff create a Behavior Change Plan targeted to each client's identified criminogenic risks and needs. Behavioral goals, responsivity factors, and action items are prioritized and customized for each individual client. Using the results of the LSI-R (Risk Principle), the plan takes into account each of the sub-section scores (Need Principle), and through work with the client, identifies action items that can reduce risk in each area (Responsivity Principle). Not only does this ensure maximum efficiency in the use of resources, it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase criminogenic risk.

BI developed the Behavior Change Plan so staff can prioritize each client's highest areas of risk and need from the LSI-R assessment results, which then determines the appropriate treatment options. Behavioral Goals are stated in positive and supportive language using the acronym SMART (Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe). Responsivity Factors are stated as items that can be barriers to the client achieving his/her goal, or strengths that can support the clients' successful achievement.

Action Items that will assist the client in moving towards the attainment of his/her behavioral goal are also identified on the Behavior Change Plan. Action items are given a time frame for review and a status is documented at the time of the review. This status may be acknowledging that the action item is "Completed" or it may be "Continued" with a future time frame for review scheduled. BI DRC staff are trained to refer clients to support systems within the local community as applicable in order to assist each client's reintegration efforts at a local level. Since Behavior Change Plans are created in partnership with each client, he/she is much more invested in achieving the action items stated on their personal Behavior Change Plan.

The Behavior Change Plan helps BI staff identify the specific needs of the individual client and gives concrete action items for the client to complete in order to address these needs. Staff members are taught to consider client learning style and personality, client characteristics, and the skills of the client.

4. **Skills Training with Directed Practice.** The most effective programs are cognitive-behavioral in nature, and center on the present circumstances and dynamic risk factors that are responsible for the offender's behavior. Also, they are action oriented so that offenders do something about their difficulties rather than just talk about them. Most importantly, they use modeling, practice, and reinforcement to teach offenders new, pro-social skills to replace anti-social behaviors, which adheres to the Treatment Principle. Cognitive-behavioral interventions are structured, emphasize modeling and role-playing, challenge cognitive distortions, and assist clients in developing good problem-solving and self-control skills.

**BI's alignment.** All of BI's reentry programming is cognitive-behavioral. Cognitive-behavioral interventions are based on the assumption that faulty thinking underlies anti-social and criminal behavior, and such behavior can be replaced by pro-social behavior with appropriate training. Our cognitive-behavioral programs attempt to change clients' criminal behavior through cognitive skills training (examining core beliefs) and through the use of behavior change techniques like role-playing. Cognitive-behavioral approaches have been found to be the most effective method to reduce recidivism among medium- to high-risk

## Executive Summary

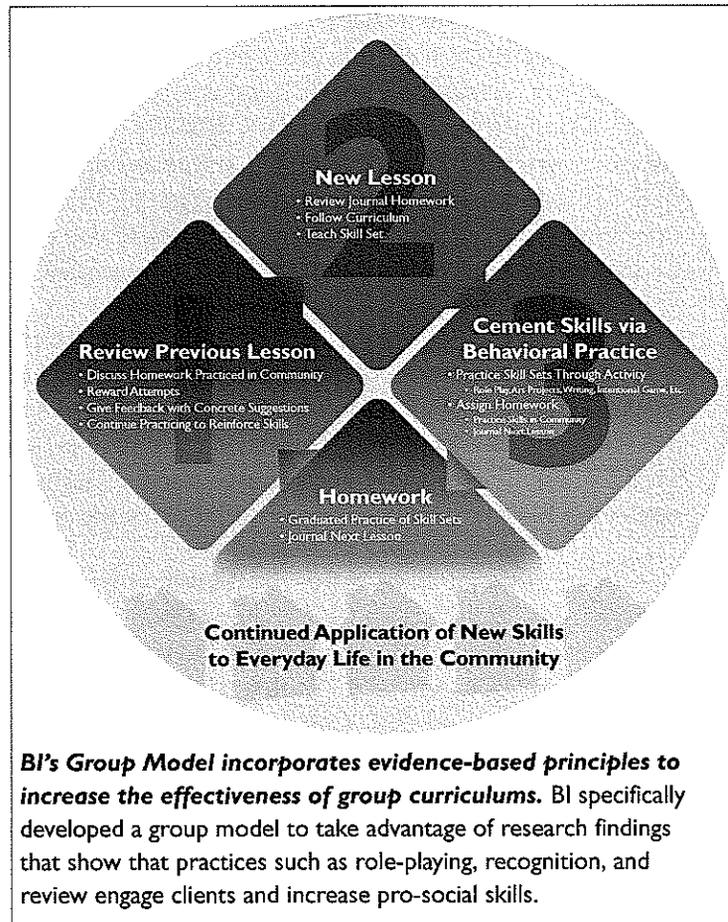
offenders. BI has recently modified its group model to more closely align with this important principle. The new group model devotes one third (30 minutes) of each session to homework review, one third (30 minutes) to teaching a new skill, and one third (30 minutes) to practicing the new skill in a behavioral manner. Clients then leave group sessions with assigned homework of practicing the new skill set in the community.

5. **Increase Positive**

**Reinforcement.** Research indicates that a ratio of four instances of positive reinforcement for every one instance of negative reinforcement is optimal for promoting lasting behavior change. This does not mean that swift and real responses to negative and unacceptable behavior should not happen; offenders with self-control problems usually respond well to reasonable and consistent structure and boundaries. People generally comply in the direction of more rewards and less punishment, and this extrinsic motivation can be helpful for beginning the process of behavior change.

**BI's alignment.** DRC staff work very hard to provide at least four positive reinforcements for compliance and pro-social behavior to every negative reinforcement for non-compliance. BI reentry programs include positive reinforcements such as drawings for gift certificates for all clients who have had perfect weeks and "Rewards Tags" for clients exhibiting pro-social behavior.

6. **Engage Ongoing Support in Natural Communities.** By actively working to improve offenders' bonds and ties to pro-social community members, programs provide an environment that supports and positively reinforces desired new behaviors. Community members can include family members, spouses, supportive others, religious groups, 12-step programs, and other community organizations. These bonds and ties also continue to support offenders as they complete their program supervision and treatment requirements and reintegrate more and more into the community.



*BI's alignment.* Another component that raises BI's day reporting program above other programs is the emphasis on connecting offenders to community resources. BI reentry programs establish connections to local community services to which clients may be referred for additional services. Our programs also include day or evening events with family members at least once a month.

- 7. Measure Relevant Processes/Practices.** Accurate, detailed documentation and formal, validated outcomes measurement are foundational to EBP. Programs must have an established, periodic method of assessing whether program fidelity has been maintained. For example, performance reviews and case audits can help determine whether the program is performing as designed. Programs should also measure incremental changes in offender risk during their time under supervision.

*BI's alignment.* BI's alignment to this principle consists of both local quality assurance processes to ensure program fidelity and new intermediate outcomes reports to show positive program impact. In the area of quality assurance, each Program Manager reviews assessments, Behavior Change Plans, case files, and group facilitation to ensure adherence to EBP and contract requirements. The State Manager also reviews each office for fidelity to EBP and contract compliance. For intermediate outcomes, AccuTrax, our automated case management system, will measure each client's program attendance, changes in LSI-R scores, changes in employment, sobriety, housing, and connections to community resources.

- 8. Provide Measurement Feedback.** Program managers should use outcome measurements to determine whether or not the program is reducing offender risk. By analyzing outcome measurements, managers can strengthen effective program elements and change ineffective elements. It is also important to provide feedback to offenders and staff. Providing feedback to offenders about their progress builds accountability, enhances motivation, and improves outcomes. Providing feedback to staff keeps them focused on the ultimate goal of reducing recidivism.

*BI's alignment.* Performance feedback is provided to BI staff members through annual program review processes as well as via monthly quality assurance reviews and intermediate measurement reports. In addition to intermediate outcomes, BI provides regular feedback to clients on phase progress, program attendance, skills acquisition, etc. and celebrates these achievements through the use of positive reinforcements. Positive reinforcements could be small tokens, gift cards, their name on a large display board, etc.

### **Cost-Effective Interventions**

In 2005, the Washington State Institute for Public Policy was tasked by Washington State Legislature with identifying alternative "evidence-based" options to a) reduce the future need for prison beds, b) save money for the state and local taxpayers, and c) contribute to lower crime rates. The Washington State Institute for Public Policy examined many separate evaluations studying a variety of correctional programs and reported the estimated percentage change in recidivism rates.<sup>9</sup> They released findings that included:

Executive Summary

Program	Change in Recidivism Rates	Number of Studies Reviewed
Drug treatment in the community for drug-involved offenders	-12.4%	5
General and specific cognitive-behavioral treatment programs	-8.2%	25
Intensive supervision treatment-oriented programs	-21.9%	10
Employment training and job assistance in the community	-4.8%	16

The authors stated:

*We found a number of adult corrections programs that have a demonstrated ability to achieve reductions in recidivism rates. We also found other approaches that do not reduce recidivism. Thus, the first basic lesson from our evidence-based review is that some adult corrections programs work and some do not. A direct implication from these mixed findings is that a corrections policy that reduces recidivism will be one that focuses resources on effective evidence-based programming and avoids ineffective approaches.*

*As an example of the information on Exhibit 1, we analyzed the findings from 25 well-researched cognitive-behavioral treatment programs for general adult offenders. We found that, on average, these programs can be expected to reduce recidivism rates by 8.2%. That is, without a cognitive-behavioral program we expect that about 49% of these offenders will recidivate with a new felony conviction after an eight-year follow-up. With a cognitive-behavioral treatment program, we expect the recidivism probability to drop four points to 45% - an 8.2% reduction in recidivism rates.*

Later that year, the same authors reported the cost benefits of reducing crime with evidence-based options. If the state of Washington successfully implemented a moderate-to-aggressive portfolio of evidence-based programming options, a significant level of future prison construction could be avoided, taxpayers could save as much as two billion dollars, and crime rates could be reduced. The study also found that community-based, intensive supervision with cognitive/behavioral treatment programs (like those provided by BI) were the most effective in reducing recidivism, with statistically significant improvements reaching as high as 31%.<sup>10</sup>

The authors developed an economic model to predict how much money is spent or saved when the crime rate goes up or down by considering police costs, court costs, jail/prison costs, and victims' costs. They arrived at a total benefit amount by estimating the money saved minus the cost of the program itself. So, for example, in the case of intensive supervision treatment-oriented programs, they estimated the benefits to crime victims and taxpayers to be \$18,687 per participant (in 2006 dollars) and the cost of the program per participant to be \$7,124, giving a

9. Steve Aos, Marna Miller, and Elizabeth Drake. (2006). *Evidence-Based Adult Corrections Programs: What Works and What Does Not*. Olympia: Washington State Institute for Public Policy.  
 10. Steve Aos, Marna Miller, and Elizabeth Drake (2006). *Evidence-based Public Policy Options to Reduce Future Prison Construction, Criminal Justice Costs, and Crime Rates*. Olympia: Washington State Institute for Public Policy.

total benefit per participant of \$11,563. These findings have significant implications for agencies working to reduce costs while implementing the correct services to reduce recidivism.

<b>Program</b>	<b>Total Benefits (minus costs) Per Participant</b>
Intensive supervision treatment-oriented programs	\$11,563
Cognitive-behavioral therapy in prison or community	\$10,299
Drug treatment in community	\$10,054
Employment and job training in the community	\$4,359

Since programs that incorporate evidence based practices (EBP) have consistently been shown to reduce recidivism, as well as help agencies reduce incarceration costs, BI works hard to ensure that our reentry program model continues to adhere to EBP and that we bring the current best practices into our treatment programming. In addition, BI regularly invites national authorities on EBP to speak to our managers and employees and to review our programming. Some of those authorities with whom we have recently met include Dr. Ed Latessa, Dr. Joan Petersilia, Steve Aos, Brad Bogue, and Dr. Debi Shaffer.

### Summary

The research-based development that BI has done over the last 15 years uniquely positions us to address the criminogenic needs of offenders in Louisville/Jefferson County. Our DRC program model is a one-stop resource that addresses community supervision needs for risk control *and* risk reduction. We offer an appropriate blend of supervision, case management, and treatment services for each client based on that client's identified criminogenic needs and risks. We design our programming to incorporate the eight evidence-based principles for effective interventions, and keep current with the latest research and best practices.

No program model, no matter how well designed, will achieve good results without well-trained, dedicated staff. BI DRC staff are trained in **What Works** research so that they understand the principles of risk, need, and responsivity, as well as antisocial thinking, social learning, and appropriate communication techniques. They learn to use interactive role-playing and modeling to teach clients pro-social behaviors, and how to use Motivational Interviewing and brief interventions to maximize listening and teaching opportunities in every client interaction.

By working with BI, Louisville Metro benefits from a committed partner and a proven DRC model that will incorporate EBP into the Louisville corrections system. With our comprehensive program design and knowledgeable staff, Louisville Metro most effectively works toward its goal of improving offender outcomes through evidence-based practices that produce long-term reductions in criminal behavior.

## COMPANY BACKGROUND & EXPERIENCE

Government agencies like Louisville Metro urgently need safe alternatives to incarceration and solutions to the issue of supervising offenders in the community. With BI, Louisville Metro will work with a privately owned corporation that has been in the business of providing responsible, cost-effective solutions to criminal justice agencies for more than 20 years. We have been providing electronic monitoring products and services since 1985, case management services since 1991, and day reporting programs for at-risk offenders since 1993. Currently, we provide evidence-based programming to high-risk offenders through 36 reentry programs in ten different states. In addition to our corporate headquarters in Boulder, Colorado and our BI GuardCenter in Anderson, Indiana, we have supervision services offices and/or reentry centers in the states of California, Colorado, Illinois, Kansas, Missouri, New Jersey, New York, Oregon, Pennsylvania, and Washington. We offer Louisville Metro our extensive experience in serving diverse offender populations and customizing programs to local needs.

**Reentry Services.** For all of our current reentry centers, BI has located sites, hired and trained local staff, designed and built out the office space, handled all the wiring and connectivity needs, furnished the space, and worked with local agencies regarding zoning and licensing issues. This experience allows us to implement new programs quite rapidly. Please see our proposed Implementation Plan for more details.

Our reentry centers serve over 7,000 high-risk offenders yearly. Examples of services provided in our reentry centers include:

- ❖ Risk and needs assessment
- ❖ Drug & alcohol testing and treatment
- ❖ Cognitive skills training
- ❖ Case management
- ❖ Education and employment services
- ❖ Enhanced supervision with GPS, RF, Alcohol monitoring, and voice verification systems
- ❖ Targeted treatment such as anger management, domestic violence management, parenting skills, life skills, etc.
- ❖ Referrals to community resources

**Case Management Services.** BI began offering case management supervision services in 1991, and these programs currently offer the following case management services to approximately 6,000 clients daily:

- ❖ Client intake and assessment
- ❖ Monitoring of compliance with all court conditions (i.e. court appearances, adherence to curfews, drug testing, useful public service, etc.)
- ❖ Electronic monitoring, including equipment installations and de-installations
- ❖ Scheduled check-ins with clients

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**Company Background & Experience**

- ❖ Collection of fines, fees and restitution
- ❖ Reports to the Court and agency
- ❖ Referrals to community resources (i.e. GED classes, drug and alcohol education, employment services, etc.)

***Electronic Monitoring.*** Before offering direct offender supervision, BI entered the offender monitoring business in 1985 with the BI Home Escort Series, and began offering electronic monitoring services from our secure 24x7x365 monitoring center, the BI GuardCenter, soon after. Today, BI designs, manufactures, tests, services, ships, and supports a complete continuum of tools from our corporate office in Boulder, CO in order to create solutions for community corrections officers and agents across the U.S. These tools include RF and GPS electronic monitoring, voice verification systems, remote alcohol detection systems, and complete offender database management systems.

***Local Experience with Louisville Metro.*** BI has provided electronic monitoring products and services to the Louisville Metro Department of Corrections since 1996. Louisville Metro currently utilizes a BI GuardServer host system and our HomeGuard 200 Radio Frequency system, both of which have proven to be successful solutions to local monitoring needs. Through this partnership, Louisville Metro gained first hand knowledge of BI's reliable equipment, dedication to innovative monitoring solutions, and 24x7x365 customer support. In turn, our work with the Department of Corrections has deepened our understanding of the needs and goals of Louisville Metro, as well as the objectives of all levels of Kentucky's corrections system.

## REFERENCES

The program descriptions below detail BI's experience in providing services of a similar size and scope to Louisville Metro's planned DRC. Please find the reference forms for each program beginning on page 85.

### **Napa County, California**

In 2004, Napa County began to experience periodic jail overcrowding, and determined future jail capacity was inadequate. County officials calculated the cost of new construction at \$105,000 per bed, and almost \$32,000 annually per bed to operate. A group of stakeholders from the criminal justice community formed the Napa County Criminal Justice Committee, and worked to identify cost-effective solutions that included evidence-based practices (EBP). Committee members recognized that implementing EBP could potentially reduce the need for new jail beds and positively impact public safety by reducing recidivism.

In 2006, the County began to develop a master plan to meet the correctional system's short- and long-term needs. One element of the plan was to establish a community-based Community Corrections Service Center to deliver evidence-based treatment and correctional services to carefully screened offenders.

The Napa County Probation Department, which oversees the Center, selected BI to operate the program. Opened in March 2009, the Center is open seven days a week and offers treatment and services to up to 50 probationers and pre-trial defendants. Participants report to the Center daily at first, then less frequently as they comply with program guidelines. Participants are also monitored for alcohol and drug use, meet with case managers, and participate in treatment groups and educational/employment training. Upon referral, a BI staff member administers the LS/CMI assessment to determine the participant's specific treatment needs.

Treatment groups include Moral Reconciliation Therapy (MRT), a widely used cognitive-behavioral therapy in correctional settings to treat mental health and substance abuse issues. Other treatment groups include substance abuse education and treatment, adult basic education and GED preparation, life skills, parent and family classes, anger management, employment skills building, and aftercare.

BI also provides treatment and services to up to 50 inmates in the County jail. This transition program introduces treatment and training to facilitate a successful transition to life at home. Inmates can reduce time in jail if they successfully complete certain levels of the program and transition to the Community Corrections Service Center—a benefit for taxpayers, program participants and their families, and the local criminal justice system.

An important element of the in-jail treatment and training program is the connection it allows us to the Community Corrections Service Center. When individuals in the community-based element are non-compliant, they receive additional sanctions up to and including a short stay back in jail. If they are returned to the jail, they will still receive services and are required to work, so program continuity is maintained and results enhanced.

References

In time, the County will need to expand its jail capacity, but the Criminal Justice Committee estimates it can expand to a lower capacity level by implementing these alternatives to detention and reducing the flow of returning probation violators. This will save the County more than \$10 million in new construction costs alone at today's building fees. Many millions more will be avoided in operational costs each year.

**Franklin County, Pennsylvania**

Like many counties across the United States, Franklin County struggled with jail crowding, strained resources, and a limited budget. The County had already taken steps to address jail overcrowding, including Intermediate Punishment programs as alternatives to incarceration, and electronic monitoring and house arrest for offenders with substance abuse problems. Even with these programs successfully in place, and a new jail under construction, the County still wanted to ensure that the problem of jail overcrowding would not re-appear. Franklin County officials opted to open a community-based day reporting center, realizing that such a program would provide close supervision at a fraction of the cost of incarceration.

The Franklin County Day Reporting Center (DRC) opened in April 2006 and offers the Courts, the jail, and County Probation an opportunity to sentence offenders and probation/parole violators to intensive community supervision. In addition, it allows the County to address the problem of offenders who repeatedly recidivate by sending them to the DRC rather than returning them directly to jail. Opening the DRC allowed Franklin County to build a smaller, more affordable jail (150 beds less than initial projections), thus saving the County \$10 million in capital cost savings. With the DRC in place, the County achieved annual savings of \$3.2 million by operating a smaller jail, and an additional annual savings of \$650,000 by not having to house prisoners in nearby counties.

**“When we received construction cost estimates of \$30,000 to \$50,000 per bed, it tuned us into adding alternatives to detention.”**

**- John Wetzel  
Franklin County Warden**

	2001	2002	2003	2004	2005	2006*
Average Daily Population (ADP) of Jail	318	341	341	355	376	328
Average Length of Stay (ALOS) of Jail	57.64	55.52	57.17	63.6	62.4	54.34

**The Franklin County DRC has had a significant impact on the ADP and ALOS of the Franklin County jail.** A month after the Franklin County DRC opened in 2006, the jail population, which had been hovering around 375 in 2005 dropped to 328 inmates, despite an increase of jail commitments from 2,062 to 2,444. Franklin County Commissioner Bob Ziobrowski estimated that the savings to the County from diverting jailed offenders to the DRC at about \$2 million.

\*The DRC opened in April 2006

Referred offenders must report within 24 hours, and BI staff conduct an LSI-R assessment to determine each offender’s risk of re-offending. BI Case Managers use the results of the LSI-R to create a treatment plan targeting the identified criminogenic needs. Since most referred offenders have significant drug and alcohol problems, all participants must comply with a



check-in and breathalyzer test six days per week, and are subject to random drug testing and strict curfews. This intensive supervision helps stabilize participants in the community while the programming restructures their thinking and behavior over time. Noncompliant participants may receive additional sanctions such as electronic monitoring. Treatment and services include cognitive skills building, anger management, drug and alcohol treatment, life skills, and employment and educational services. Clients are also connected with local, established community services.

### Sedgwick County, Kansas

**“Most people in jail actually learn how to be better criminals. With this program, we’re teaching them better behaviors.”**

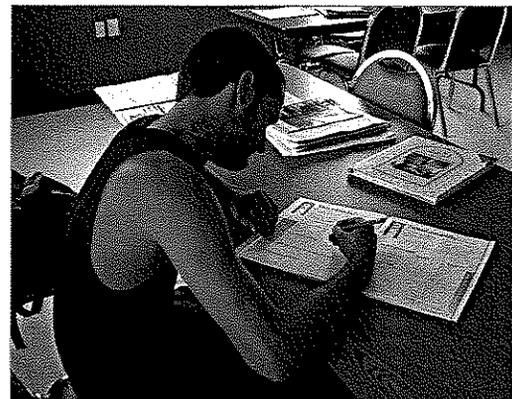
**- Kerrie Platt  
Sedgwick County DOC  
Criminal Justice Alternatives Administrator**

Sedgwick County has historically added to its jail capacity on an as needed basis. The County expanded its jail in 1958, 1986, 1990, and again in 2000. But by 2005, the County again needed to expand the jail. As officials noted, the cycle between jail expansions kept getting shorter and shorter while construction costs ballooned.

Rather than simply add more beds, Sedgwick

County convened a Criminal Justice Coordinating Council, which determined that the jail would need to expand, but that alternative programs were needed to give the County more long-term flexibility.

Sedgwick County selected BI to operate the Sedgwick County Day Reporting Center. The municipal and district courts refer a mix of clients, including offenders diverted from incarceration, sentenced offenders who are serving out the remainder of their sentences in the community, individuals who have violated probation, and pretrial defendants. Currently, the DRC serves an overall average of 157 clients.



At the Sedgwick County Day Reporting Center, clients must be employed full-time or enrolled in school full-time in order to finish the program successfully. GED preparation and career development counseling prepare the offenders for employment. From DRC opening to the end of 2007, 239 DRC clients had obtained employment.

The cost benefits of the program were tangible almost immediately after opening:

- ❖ By opening the DRC and adding other alternatives, the County decided to build 208 less jail beds than originally projected, avoiding \$26 million in one-time construction costs and \$3.9 million in annual operational costs.
- ❖ In the first 81 days of operation, 5,146 days of jail had been avoided by diverting offenders to the DRC, and inmates were no longer being sent to surrounding counties.
- ❖ With an estimated savings of more than \$25 per day for an offender moved from jail to the DRC, taxpayers saved \$128,650 in the first three months the DRC was open.

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**References**

Offenders are placed at different levels of treatment and training based on assessed risks and needs, and typically stay in the program for 90 to 180 days. Clients can also participate in an Aftercare component that can last up to 12 weeks. While in the DRC program, clients are monitored with check-ins, alcohol and drug testing, electronic monitoring, and intensive case management. Clients attend group classes such as anger management, life skills classes, cognitive skill building, community connections, GED preparation, employment skills building and career development counseling, parenting and family classes, and substance abuse education and treatment.

As of December 2008, the following outcomes were reported:

- ❖ Six months after completing the program, 89% of graduates remained in the community, crime-free. 64% of graduates were still crime-free 12 months after program completion.
- ❖ A year following program completion, the annual rate of bookings for clients declined by 54%.

The success in reducing the jail population led Sedgwick County to consider releasing pretrial defendants to the DRC as well. BI created a special Pretrial Track that supervises clients without programming. Pretrial clients must report six days per week and receive a breathalyzer test each time they report. They are also subject to random drug tests. In addition, pretrial clients are supervised with BI's GPS, RF, or alcohol monitoring equipment upon placement in the program, and can later earn their way off EM with program compliance and approval from the judge and supervising officer. BI manages EM installations and removals, data entry, alert investigation, agency notifications, and inventory management.

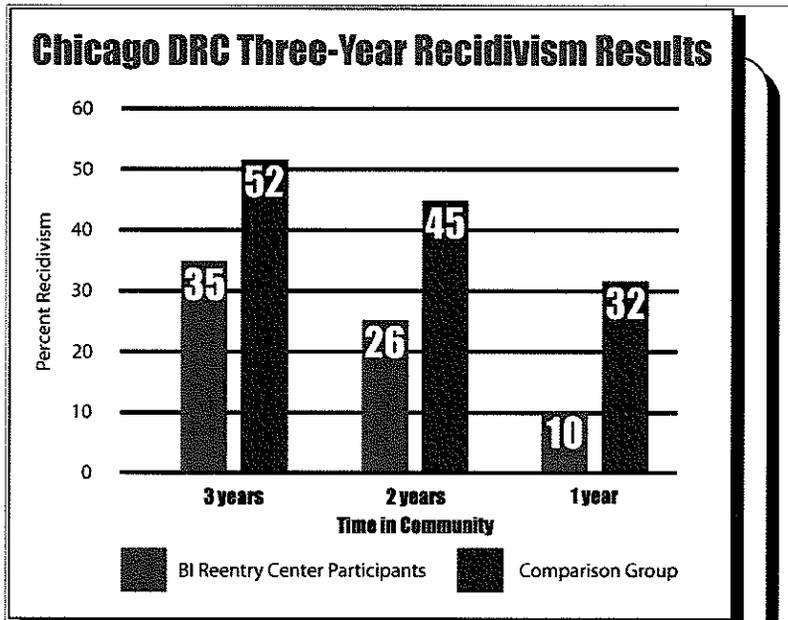
**Illinois Department of Corrections**

In 1998, BI opened the first Spotlight Reentry Center (SRC) for the Illinois Department of Corrections (IDOC) in the Southside of Chicago to assist parolees in navigating the return to communities impacted by drugs, gangs, violence, unemployment, poverty, and family dissolution. Today, BI operates eight SRCs; these Centers are co-located with existing parole offices and have become hubs of supervision, treatment, training, vocational, and educational activity for parolees in the community.

Open seven days per week, 365 days per year, the SRCs' program services include assessments, individual case management plans, remote and onsite drug and alcohol testing, cognitive skills treatment, life skills training, substance abuse education and treatment, employment services, GED preparation support, anger management, community service placement, parenting skills, and verification of compliance with parole board orders.

The success of the SRC program is supported by a three-year study of the Southside Chicago program. The study group had two or more prior prison incarcerations; had served a sentence of 10 years or more; or were young offenders serving time for serious crimes against another person. The recidivism rate for this high-risk parolee group was previously about 85%. 1,503 parolees participated in the BI Reentry program during its first three years (1998-2001). Participants were compared to a group of 900 parolees released during the same time period who were not referred to the DRC for reentry services, but who had similar criminal histories, ages, genders, races, and numbers of prison terms.

- ❖ After three years, only 35% of parolees admitted to the BI program in 1998 had been reincarcerated as a result of new crime conviction, contrasted with a comparison group, 52% of whom were readmitted during the same time period.
- ❖ After two years, 26% of parolees admitted to the BI program in 1999 had been reincarcerated as a result of a new crime conviction, compared to 45% of the non-DRC parolee clients.
- ❖ After one year, 10% of parolees admitted to the BI program in 2000 had been reincarcerated due to a new crime conviction, compared to 35% of the non-DRC parolee clients.
- ❖ The three-year study also found taxpayers saved \$3.6 million through reduced crime and incarceration rates.



BI began operating a center in Chicago, Illinois in January 1998. BI's Chicago center handles a very high-risk population specifically selected to participate in the program. Participants include parolees who have two or more prior prison incarcerations; have served sentences of 10 years or more; or are under 25 years old and serving time for serious crimes against another person. Parolees are released directly from prison into the program.

Demonstrating the success of this program, a three year recidivism outcome study of 1,503 BI program participants provided data showing a 40.6% reduction in new criminal convictions from those participants as compared to a closely matched parolee comparison group.

**Day Reporting Centers enhance public safety by monitoring compliance with conditions of release and by reducing recidivism.**

The first priority of BI Day Reporting Centers is public safety. DRC staff closely supervise offenders' behavior and whereabouts, and DRC programming teaches offenders the skills they need to be successful, law-abiding members of their communities.

**New Jersey State Parole Board**

The New Jersey State Parole Board targets high-risk parolees with entrenched attitudinal, motivational, and behavioral issues as well as substance abuse, educational, and employment problems. Using a very structured approach for treatment and supervision, BI has operated the Elizabeth DRC for the Parole Board since it opened in 1998. The DRC is located in the same building as the Parole Office, making it easy for parolees to meet two requirements at once and enhancing communication between BI program staff and the Parole Office.

BI adopted a three-phase program at the DRC. Phase 1 involves intensive supervision for up to two weeks to stabilize a parolee. During Phase I, clients report seven days a week. Conduct, dress and other basic rules are explained, and a complete bio-psychosocial assessment is completed to determine criminogenic risk and treatment needs, educational and vocational aptitude, and substance abuse problems. Phase 2 lasts 30 to 45 days and involves five days of



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**References**

reporting per week. During this period, the client is immersed in treatment to address specific needs, while continuously being monitored for both compliance (positive urine tests, class attendance, etc.) and pro-social behavior (participation, effort, etc.). Specific education, vocational, and substance abuse-related treatment and training is delivered. Life, health, and family-related counseling are also included. To reach Phase 3, clients must complete Phase 2 requirements and be either a full-time student, employed or in vocational training. Reporting frequency drops to three times weekly. While parolees are scheduled to participate for 90 days, progress at the DRC is behavior-based and may take less or more time to complete.

The New Jersey State Legislature made available additional funds to expand Day Reporting services statewide. BI won the contract for Day Reporting services in Atlantic City in January 2005. BI was also selected to establish a new DRC in Perth Amboy, which opened in March 2006, and to operate the DRC in Neptune beginning in August 2008.

Services provided by the New Jersey DRCs include treatment assessment and planning, onsite and remote drug and alcohol testing, employment tracking, and community service placement. The DRC program includes Relapse Prevention, Anger Management, Employment Readiness; Parenting, GED Preparation, and MRT.

A large focus of the New Jersey DRC programs is enhancing the employability skills of offenders in the program. As a result, the DRC has a detailed employment skills training program and has developed an extensive network of potential employers and organizations in the New Jersey area. To help these offenders re-connect to the community, volunteer community service is encouraged and often coordinated through the DRC.

Two-thirds of the participants - many of whom have never had meaningful employment - are employed while in the program and all graduates must be employed upon exiting the center. BI staff network extensively in the communities where they work. For example, the Elizabeth DRC developed a relationship with a 52-week training program through Ford Motor Company and a local vocational school to train clients to become auto mechanics.

## IMPLEMENTATION PLAN

BI has implemented numerous new and transitional DRC contracts on-schedule, many within 45 days of contract award. We are confident that we can successfully and swiftly implement Louisville Metro's desired program in a similar fashion.

- ❖ In the last three years, we have opened several new reentry centers in California. In San Diego we signed a contract on January 31, 2006 and were open for clients on April 2, 2006; in Fresno, we signed a contract on May 25, 2006 and were open for clients on July 24, 2006; in Merced, we signed a contract on January 8, 2008 and were open for clients on March 10, 2008; in Stockton, we signed a contract on March 3, 2008 and were open for clients on May 5, 2008.
- ❖ About ten years ago, the New Jersey State Parole Board received funding to target services to parolees who had violated their supervision and were at risk of re-incarceration. To interrupt the cycle of re-incarceration, the Board determined to establish Day Reporting Centers to intensively supervise and treat these offenders. The Board awarded BI a contract for a center in Elizabeth, which opened in 1998. When the New Jersey State Legislature allocated funds to continue and expand Day Reporting services, BI bid and was awarded the contract for services in Atlantic City. The contract was signed November 2004. In 28 business days, we located a site; installed furniture, computers, and equipment; and hired and trained nine staff. Services for clients began January 3, 2005. The next year, BI was also selected to establish a new program in Perth Amboy, which opened in March 2006. In August 2008, the New Jersey State Parole Board awarded a contract to BI for a Day Reporting Center in Neptune, bringing the total number of BI DRCs in New Jersey to four. We signed the Neptune contract on July 30, 2008, coordinated with the previous provider to transition the program, and were open for clients on August 4, 2008. Approximately 12 staff from BI reentry programs around the country came to the Neptune facility to deliver services during the three-week training for ten new staff, which also began on August 4. BI rented the previous provider's space while building out and furnishing a better facility; the program moved into the new facility on September 15 with no interruption in service.
- ❖ In 1998, the Illinois Department of Corrections (IDOC) Field Services Division and BI Incorporated collaborated to open the state's first day reporting center in Chicago-the BI Southside Day Reporting Center. In early December 2004, our contract with the Illinois Department of Corrections was modified to expand the number of programs in the State. In 71 calendar days from notification, we located five new sites (Aurora, Chicago Heights, Decatur, East St. Louis, and Rockford), installed new furniture, computers, and office equipment. We had to build-out several of the facilities, and install telephone and network systems. We also hired and trained 25 new employees to staff these offices. The five new offices opened January 25, 2005. We opened another center in West Grand in May 2005, and in September 2007, a center on Chicago's Northside.
- ❖ When awarded the Intensive Supervision Appearance Program contract with the Department of Homeland Security in March 2004, we were given 120 days to locate, furnish, and equip new offices in eight different cities. We also had to hire and train over 60 employees in these cities at the same time. We had the eight new offices open and supervising clients in 110 days, 10 days ahead of schedule.

Implementation Plan

These successful implementations demonstrate BI's ability to establish new programs quickly, as well as to transition existing programs from the previous service provider to BI, with very little disruption. BI has prepared the following implementation plan for the Louisville Metro DRC that will result in *an operational DRC within 60 days of contract signing*. This implementation plan can be further modified by BI and Louisville Metro staff as needed.

Louisville Metro DRC Implementation Timetable						
Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Run print & electronic ads for needed positions Find locations for interviews Prepare Interview guides Begin creating Policy & Procedure manual and program forms	Review resumes Conduct phone pre-screens Set interviews Apply for zoning & building permits Submit building inspections and applications for approval	Conduct interviews Process management reference checks Submit management candidates for approval Job offers to management candidates Create training teams Remodeling	Process reference checks Job offers Develop training schedule Finalize Policy & Procedure manual and forms Remodeling	Drug tests Background checks Begin additional training for managers and existing staff Print Policy & Procedure manual and forms Remodeling	New employee paperwork Start 2-week training for all new staff Stationary Business cards Finish building inspections and receive approvals	Finish 3-week training for all new staff



## RESPONSE TO SCOPE OF PROJECT

*The DRC will provide evaluation, referral and monitoring of clients to resources in the community. An overview of the process is as follows:*

*I. The offender is referred to the DRC by the process developed by the DRC.*

BI will provide services to all referred clients who have been approved for acceptance into the DRC program.

### **Intake**

When a client is referred to the DRC, a BI Client Services Specialist meets with the client to conduct the intake process. During this process, the Client Services Specialist schedules the client for orientation and his or her LS/CMI assessment. Clients also sign a Release of Information form and complete the client intake package. The intake package includes personal contact information, program rules and guidelines, legal agreements and releases, and initial client history. The client receives a copy of all signed paperwork, and all paperwork is filed in the client's hardcopy case file. Clients also undergo an intake urinalysis test to establish a baseline measurement.

### **Orientation**

Orientation includes a thorough explanation of DRC program rules and regulations, the conditions of participation, the expectations concerning behavior and participation, and how performance will be measured and evaluated. Clients will also receive a Client Orientation Handbook that summarizes all this information. After orientation, each client signs paperwork showing that they understand the DRC program rules and regulations, the conditions of participation, the system of performance measurement, and the Client Orientation Handbook. A DRC staff member countersigns this paperwork and the client receives a copy of it.

### **Program Rules**

All clients are required to abide by specific program rules that are designed to help them successfully meet the requirements of the program and ensure public safety. Clients are expected to abstain from drinking alcohol and/or taking illegal drugs during their participation. Smoking in the DRC or during any other activity sponsored by the DRC is also not allowed. Much like the expectations of an employer, clients are expected to arrive at the DRC for their appointments on time. We require clients to reschedule any missed groups so as not to lose progress in the program and to emphasize pro-social life skills.

Clients must follow a dress code at all times. Clothing that promotes violence, drug use, pornography, racism, gang activity, or any other inappropriate behavior is not permitted. Clients entering the DRC with such clothing will be asked to leave and return with appropriate dress. Likewise, pagers, cell phones, and sunglasses are also not allowed during classes or group meetings. Clients are informed that they may not possess any weapons or keep them in their home.

## Response to Scope of Project

2. *An assessment is conducted to determine if the offender meets the criteria established for participation in the DRC.*

Case Managers will conduct the Level of Service/Case Management Inventory (LS/CMI) assessment with each client. Researchers and practitioners have demonstrated that with proper assessment, it is possible to predict an offender's likelihood of committing new offenses with as much as 80% accuracy. The most reliable method for determining an offender's risk level is to use actuarial-based assessment instruments such as the LS/CMI. The LS/CMI assesses and rates the client's static and dynamic risk factors to predict the likelihood of further criminal behavior. Case Managers can also indicate areas of offender strength, which can serve as protective factors, as well as mitigating or aggravating factors that can affect risk/need levels. The LS/CMI allows Case Managers to document a professional or administrative override, and also incorporates case management considerations such as assessing responsibility concerns to help offenders rehabilitate. Rodney Quinn, BI's Northern California District Manager, is a certified LS/CMI trainer and is available to train and mentor BI's Louisville Metro DRC staff.

3. *The case manager, based on the assessment, services available at the DRC, and services available in the community, develops a plan.*

After the Case Manager conducts the LS/CMI assessment with the client, the Case Manager works with the client to create a Behavior Change Plan. Based on the specific criminogenic risks and needs identified by the client's LS/CMI results, behavioral goals, responsibility factors, and action items are prioritized and customized for each individual client.

Since Behavior Change Plans are created in partnership with the client, clients become much more invested in achieving the goals stated. Case Managers meet individually at least once per month with their clients to review progress and address any obstacles. Each client's Behavior Change Plan is appropriately updated as the client progresses through the phases of the program. Case Managers will also work and coordinate with Louisville Metro staff, and any other agencies or organizations involved in the supervision and treatment of a client.

4. *The case manager will coordinate and refer the offender to the resources needed by the participant.*

BI's DRC program model includes a critical component called Community Connections. Many offenders face a variety of issues upon returning to their communities, and they are often unaware of local resources available to assist them. BI's Community Connections program works to match clients with needed services. Since clients remain in the DRC program for a limited time, community support upon program completion is an important aspect of long-term client success.

Local service providers will visit the DRC on a regular basis to present information about food, housing, mentoring, health services, support groups (NA, AA, etc.), education, employment, legal help, drug treatment, and vocational training. Clients also learn about specific job seeking and retention skills, key behaviors for successful reentry, and relapse prevention behaviors. After these presentations, there is a question and answer period, and

clients can also sign up for services, talk with the providers individually, and set up appointments. Clients can also meet with BI DRC staff to address additional services needed.

BI staff works diligently to build a strong network of resources that will meet client needs. The DRC also maintains a Community Resource Manual, which lists local agencies available for client assistance, and clients receive their own copy of this manual.

Case Managers will also determine if their clients meet the criteria for any entitlements; (i.e. SSI, welfare, grants, etc.) and assist clients in obtaining and completing appropriate applications. In addition, Case Managers will assess clients for their ability to meet basic needs such as food, shelter, and medical attention. Our experience shows that when basic needs are met, clients are more likely to remain in compliance with program requirements.

**5. *The case manager will coordinate services to be provided by the DRC.***

DRC Case Managers provide face-to-face services to clients; administer the risks/needs assessment; develop and monitor client progress through all phases of the program with the Behavior Change Plan; make referrals to outside agencies as needed; maintain progress notes in client files; and keep the supervising Louisville Metro officer informed of client progress toward successful completion of the program.

Case Managers communicate regularly with, and are further supported by, the DRC's Program Manager. The Program Manager is responsible for maintaining the quality of services provided by the DRC, as well as for the day-to-day running of program operations and ensuring that staffing levels are met.

**6. *The case manager will monitor and document progress during the participation period and provide guidance and assistance as needed.***

Case Managers monitor a number of key program indicators (for example, client attendance, program participation, and alcohol or drug usage) to track and document a client's progress through DRC programming. The monitoring of key program indicators also allows Case Managers to provide accurate and timely reporting to the supervising Louisville Metro officer.

In order to provide guidance and assistance, Case Managers meet individually at least once per month with each of their assigned clients and review progress and obstacles, as well as make any needed changes to the client's Behavior Change Plan. Case Managers (and all other DRC staff) use Motivational Interviewing techniques in all interactions with clients in order to elicit change talk, increase self-efficacy, and support clients as they change their thinking and behavior. In addition, the DRC Program Manager and all Case Managers meet once per week to discuss and evaluate client progress.

Response to Scope of Project

- 7. *During and after participation, the participant completes the required modules/classes while the case manager monitors and does follow-up.*

The DRC utilizes a phased program flow that allows clients to progress and learn skills at their own pace. Each Case Manager tracks and documents progress and milestones achieved as clients move through DRC programming as follows:

**Phase I (Motivation Phase)**

Clients begin in Phase I and should successfully complete the milestones of this phase in 30 - 45 days. These milestones include intake and orientation, assessments, creation of a Behavior Change Plan, identification of needed community resources, and completion of MRT through Step 3. During Phase 1, clients attend the Change Orientation group and the Employment Readiness group. Community based clients in Phase 1 must report in person to the DRC seven days per week, perform a breathalyzer at each check-in, and undergo random drug testing once per week. Community based clients must also complete Community Connections and may begin educational, vocational, and/or employment training in Phase 1.

In order for clients to graduate from Phase 1 to Phase 2, they must:

In-Custody Clients	Community Based Clients
Complete intake and program orientation	Complete intake and program orientation
Complete assessments	Complete assessments
Have a completed Behavior Change Plan	Have a completed Behavior Change Plan
Complete the Change Orientation group and Employment Readiness	Complete the Change Orientation group, Employment Readiness, and Community Connections
Complete MRT through Step 3	Complete MRT through Step 3
Participate in groups at a Level 8 or higher (on a scale of 1 to 10)	Appear for at least 90% of check-ins
Complete or progress in groups at a Level 8 or higher (on a scale of 1 to 10)	Attend at least 90% of scheduled group meetings
	Participate in groups at a Level 8 or higher (on a scale of 1 to 10)
	Complete or progress in groups at a Level 8 or higher (on a scale of 1 to 10)

**Phase 2 (Treatment Phase)**

After successful graduation from Phase I, clients enter Phase 2. In addition to continuing with MRT and educational, vocational, and/or employment training, clients attend additional treatment groups to address and reduce their identified criminogenic risks and needs. Community based clients in Phase 2 must report in person to the DRC five days per



week, perform a breathalyzer at each check-in, and undergo random drug testing twice per month.

In order for clients to graduate from Phase 2 to Phase 3, they must:

In-Custody Clients	Community Based Clients
Complete MRT through Step 8	Complete MRT through Step 8
Participate in groups at a Level 8 or higher (on a scale of 1 to 10)	Appear for at least 90% of check-ins
Complete or progress in groups at a Level 8 or higher (on a scale of 1 to 10)	Attend at least 90% of scheduled group meetings
	Participate in groups at a Level 8 or higher (on a scale of 1 to 10)
	Complete or progress in groups at a Level 8 or higher (on a scale of 1 to 10)
	Have no positive breathalyzer or drug tests for at least 60 days

**Phase 3 (Reentry Phase)**

In Phase 3, clients complete MRT and their other treatment groups. Community based clients in Phase 2 must report in person to the DRC three days per week, perform a breathalyzer at each check-in, and undergo random drug testing once per month. Before graduation, Community based clients should have stable housing and be employed or actively seeking employment, or be a student with at least nine credit hours at an accredited institution. In-custody clients who complete all other Phase 3 milestones are expected to obtain stable housing and be employed or actively seeking employment, or be a student with at least nine credit hours at an accredited institution, before finishing the Aftercare phase.

In order for clients to graduate from Phase 3, they must:

In-Custody Clients	Community Based Clients
Complete MRT through Step 12	Complete MRT through Step 12
Participate in groups at a Level 8 or higher (on a scale of 1 to 10)	Appear for at least 90% of check-ins
Complete or progress in groups at a Level 8 or higher (on a scale of 1 to 10)	Attend at least 90% of scheduled group meetings
	Participate in groups at a Level 8 or higher (on a scale of 1 to 10)
	Complete or progress in groups at a Level 8 or higher (on a scale of 1 to 10)

Response to Scope of Project

In-Custody Clients	Community Based Clients
	Have no positive breathalyzer or drug tests for at least 60 days
	Complete all groups not included in Aftercare at a Level 8 (on a scaled of 1 to 10)
	Have stable housing
	Have verified employment, be actively seeking employment, or be a student with at least 9 credit hours at an accredited institution

- 8. *At the end of the treatment time set by the treatment plan, the case manager, DRC program coordinator, and other members of the treatment team will determine if services need to be continued.*

Aftercare planning is a key component of BI's DRC programming model, and addresses critical client needs as clients move into independent living. Aftercare services include pro-social family and community support, relapse prevention activities, pro-social cognitive decision-making, education and employment assistance, and continued alcohol and drug testing. In-custody clients who complete programming while still incarcerated will be transitioned to Aftercare upon release from custody. Clients in Aftercare report to the DRC once per week.

- 9. *Vendor selected will be responsible for the collection of data needed to support grant reporting requirements.*

Program evaluation is an important and ongoing process that examines both the immediate results of program activities as well as long-term program outcomes. Performance indicators help determine if BI's reentry programs are delivering the highest possible level of services. By measuring and reporting program outcomes, we can evaluate how well we have achieved not only our goals, but our customer's objectives, and determine how we can achieve even better results going forward.

**Intermediate Outcomes.** BI developed an Intermediate Outcomes Report that helps staff evaluate client progress and program effectiveness. It summarizes statistics such as program completions, average length of stay, attendance rates, drug test results, employment and education changes, and changes in assessment scores.

**Key Performance Indicators.** BI completes monthly Key Performance Indicator (KPI) reports for all of our Day Reporting Centers. We analyze KPIs and use the information to evaluate whether each center is achieving program objectives. For example, comparing the number of employees to the number of clients confirms that appropriate staffing ratios are being met. Staff turnover is a key indicator of office stability. Reviewing client service levels is one indicator of whether appropriate assessments and referrals are being made.

**Outcomes.** BI welcomes the opportunity to work with Louisville Metro regarding any evaluation of DRC program outcomes. Data is collected in AccuTrax on a daily basis



regarding client job retention rates, substance use, educational advancement, discharge types, and many other variables. These variables may be used as intermediate measurements that, in the absence of long-term recidivism data, can be analyzed as predictors of client recidivism. Working with Louisville Metro on a formal evaluation allows specific variables to be identified that will most support client success in the community. The same evaluation can also be used to determine the DRC's cost effectiveness over time, through reduced client involvement in the criminal justice system as a whole.

For example, the following outcome was taken in California, from the DRCs that BI currently operates in Fresno, San Diego, and Stockton. The LSI-R score for the average parolee referred is 29, which correlates to a 63.4% chance of recidivating. The average score of parolees who successfully complete the DRC program is 23, which correlates to a 40.7% chance of recidivating. On average, successful program completion reduced a parolee's risk of recidivating by 35.8%. In addition, 63% of parolees in the program for more than 60 days are drug and alcohol free, and 86% of parolees are employed and/or in school at program completion.

#### **Location and Space**

*The central office location for the DRC shall be housed at the Community Corrections Center located at 316 E. Chestnut Street in Louisville, Kentucky. For the purpose of the RFP, respondents shall assume that the Metro Government will be providing space, furniture, phone lines, computers and internet connectivity. All community service providers will be located within Kentuckiana.*

BI proposes to implement a fully staffed DRC facility within the Community Corrections Center on 316 E. Chestnut Street in Louisville, Kentucky.

#### **Personnel**

*The DRC shall hire two full-time Case Managers. Case Managers will provide referrals and other assistance to court-involved individuals referred to the DRC. Personnel will be required to pass a security check conducted by LMDC.*

If awarded the contract, BI intends to open a DRC staffed with several key positions. This includes one Program Manager, three Case Managers, two Client Services Specialists, and an Education/Employment Coordinator. All BI DRC staff live in the communities where they work, and have a stake in making those communities safe places to live. BI is committed to recruiting and hiring qualified, local personnel to meet the staffing needs required, and we also strive to hire staff that reflect the demographics of the client population.

During the implementation process, BI will work with Louisville Metro personnel to determine the number of clients to be referred for services, and the level of BI staffing can be adjusted as necessary and appropriate. BI's corporate infrastructure would provide significant support for the DRC in terms of oversight, training, and program evaluation.

#### **Program Manager**

The DRC Program Manager is directly responsible for the quality of services at the DRC. While this person has local decision-making authority, he or she also has the support of a national

## Response to Scope of Project

infrastructure that will help them meet the daily demands of the DRC. The Program Manager is familiar with managing clients in community corrections, BI's behavior change philosophy, and is an effective communicator. The Program Manager reports to the BI Regional Manager.

BI's Program Managers receive additional training to prepare them for the scope of their duties. They are responsible for the day-to-day running of program operations, ensuring that staffing levels are met, and that quality service is maintained.

BI Program Managers have backgrounds in corrections and are specially trained in customer relations. They understand the need for a consistent flow of communication and the importance of ensuring that customer requests are responded to quickly. The Program Manager (or an appointed designee during any absences) will be the primary source of contact for Louisville Metro personnel. In addition to this regular communication, BI's DRC Program Manager will be available during normal office-operating hours and by cell phone or pager after hours. In short, the Program Manager or a designee will be available around the clock.

### Case Manager

Case Managers (Behavior Change Managers) assess and evaluate referred clients to determine each client's readiness for treatment, as well as any educational, vocational, and employment needs. This position delivers the service programming. They communicate regularly with the DRC Program Manager and supervising Louisville Metro officers regarding clients' progress, needs, concerns, and issues.

The Case Manager provides face-to-face services to clients; administers the risks/needs assessment; develops and monitors client progress through all phases of the program with the Behavior Change Plan; makes referrals to outside agencies as needed; maintains progress notes in client files; and keeps the supervising Louisville Metro officer informed of client progress toward successful completion of the program.



BI Case Managers conduct face-to-face meetings with their clients on a regular basis in order to monitor progress through the program phases, as outlined on each client's individual Behavior Change Plan.

Case Managers monitor a number of key program indicators to determine client compliance, risk factor fluctuation, and the need for supervision and/or additional programming. Program indicators include but are not limited to:

- ❖ Number of incident reports and client infractions.
- ❖ Attendance
- ❖ Alcohol usage
- ❖ Attitude

- ❖ Number of positive urine tests
- ❖ Employment or progress toward securing employment
- ❖ Level and quality of participation
- ❖ Stability of living situation
- ❖ Progress in treatment and compliance with group requirements
- ❖ Completion of supervision orders

With these indicators, Case Managers are able to track and document a client's progress through DRC programming, including accurate and timely reporting to the supervising Louisville Metro officer. Specific case management responsibilities include:

- ❖ Tracking the number of client incident reports and misconduct
- ❖ Meeting and assessing the client during the Orientation and assuming responsibility for the case throughout the client's time at the DRC
- ❖ Designing the written, individualized Behavior Change Plan with each client
- ❖ Ensuring the Behavior Change Plan is signed and dated by the appropriate staff, the client, and the supervising Louisville Metro officer
- ❖ Meeting with the client individually at least once per month and documenting pertinent information
- ❖ Ensuring the client is put in contact with, or develops, appropriate resources for needs such as transportation and housing
- ❖ Reviewing and discussing any changes in a client's Behavior Change Plan with the client and the supervising Louisville Metro officer, and ensuring that it is signed by all involved parties
- ❖ Writing summaries of progress and program compliance every month (including any incident reports) or as requested by the Louisville Metro officer, and delivering a copy of these reports to the officer or other Louisville personnel as requested.
- ❖ Maintaining up-to-date and accurate electronic and hard copy client files

#### **Education/Employment Coordinator**

The Education/Employment Coordinator conducts education and/or employment assessments, creates individual education and/or employment plans for each assigned client, and documents client progress. He or she also conducts on-going job preparation, job retention, and life skills classes; establishes and oversees job preparation and computer skills training resources; and provides referrals, as appropriate, to state and private employment agencies and vocational schools. The Coordinator monitors client attendance and completion of training; develops on-the-job support for clients who have found employment; and establishes and oversees computer learning lab for GED preparation and remedial education.

## Response to Scope of Project

**Client Services Specialist**

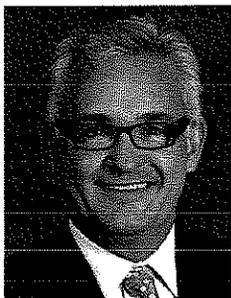
A BI Client Services Specialist acts as a receptionist for the facility, answers the DRC phones, and provides general customer service to visitors. Other essential job duties and responsibilities include:

- ❖ Working individually with new clients to complete the intake process and initial program orientation. Assures that all intake paperwork is completed to start the base for the client's assessment.
- ❖ Communicating with BI DRC staff and the appropriate Louisville Metro staff on client engagement.
- ❖ Day to day interaction with clients as they check in to the DRC. This is a key time for staff to identify any behaviors that may indicate that the client needs additional support or supervision in order to improve their overall success in the community.
- ❖ Administering breathalyzer and drug tests
- ❖ Entering client data (including attendance) in the AccuTrax system
- ❖ Involvement with the DRC's Orientation and Community Connections programming

**Management Team**

A BI national corporate team supports all local DRC staff efforts and maintains open communications with Louisville Metro staff. National resources for staff recruitment and retention, as well as a national trainer, also helps keep the DRC consistent and in compliance with the contract requirements. Most importantly, a well-seasoned national infrastructure allows Program Managers and staff to focus on the task at hand - closely supervising clients and working with the local community to ensure program success.

The DRC would be supported by a BI management team that has years of experience working with corrections agencies, and is expert in developing, improving, and delivering unsurpassed solutions to the corrections community.



*John Thurston, Vice President, Supervision & Reentry Services.* As Vice President of Supervision & Reentry Services, John Thurston oversees BI's 10 supervision services programs and 24 reentry programs. In addition to regular site visits, John meets weekly with BI's seven regional and state directors to review program performance, with particular attention to each agency's goals. During site visits, John frequently meets with agency representatives to solicit feedback regarding satisfaction, concerns, and ideas about the program. John holds a Bachelor of Arts degree in International Relations from St. John's University in Minnesota and an MBA in

International Business from the Monterey Institute of International Studies.



**Tom Hurley, Midwest Regional Reentry & Supervision Services Manager.** Tom joined BI's Reentry & Supervision Services team in 1997, bringing with him 14 years of solid experience in the criminal justice arena. He spent six years as both a Probation Officer and a Probation Supervisor with the Cook County Adult Probation Department in Illinois. Since joining BI, Tom was promoted to his current role as Midwest Regional Manager through his diligence and dedication to the program facilities he oversees. This includes BI's nationally recognized Reentry Program in Illinois, which consists of eight different Spotlight Reentry Centers (SRCs) throughout the State of Illinois. Tom holds a Bachelor's degree in Organizational Communications from St. Norbert College in Wisconsin, completed his graduate studies at Spertus College in Chicago, and holds an M.S. in Human Services Administration. He also completed a Mid-Management Certificate Program through Loyola University.



**Tom Van Houten, Eastern Regional Sales Manager.** As BI's Eastern Regional Sales Manager, Tom is responsible for developing and implementing territory-specific sales and marketing strategies, as well as ensuring ongoing customer satisfaction with BI's products and programs. Tom began his criminal justice career working as an Intensive Adult Supervision Officer for the Philadelphia and later the Bucks County Adult Probation and Parole departments. He earned his Bachelor's degree in Criminal Justice from Holy Family College in Philadelphia. He has been with BI since 2001.



**Cathy Fulda, Business Development Executive.** As Business Development Executive, Cathy maintains close relationships with community corrections agencies in the Great Lakes Region and provides technology solutions to support their growing electronic monitoring programs. Other responsibilities include program implementation, training, and ongoing customer support. After a 10 year career in sales, Cathy became involved in criminal justice programs when she and her husband founded Security Research, Inc. (SRI) in Anderson, Indiana. SRI was one of the industry's first offender monitoring service companies and for four years Cathy served as the Vice President of Operations. When SRI was acquired by BI in 1990, Cathy joined BI as Vice President of Monitoring Services. Cathy has been in her current Business Development Executive position for the past seven years. She earned her Bachelor's degree in Physical Education from the University of Cincinnati in Ohio.

### **Division of Responsibilities**

Tom Hurley, BI's Regional Manager for the Louisville Metro DRC, is responsible for ensuring that all local operations meet contract requirements and that they adhere to evidence-based principles, as measured by program and quality assurance reviews. The Regional Manager provides oversight and management of new program implementation, including financial

## Response to Scope of Project

planning, staff planning, facility planning, and contract fulfillment and growth. The Regional Manager supervises the BI Program Manager, who manages the day-to-day DRC operations and maintains direct relationships with the customer.

BI corporate management is responsible for developing program theory and policies, and for training staff in all processes to ensure that contract requirements are met. Corporate management is also responsible for setting key performance indicators to measure compliance with contract requirements and evidence-based practices.

**Decision Making Process**

Local DRC management is responsible for making decisions related to staffing and for ensuring contract compliance. Decisions regarding type and frequency of staff training may occur from corporate management, based on results from key performance indicators, quality assurance reviews, and program reviews. Decisions regarding procedural changes and resource allocation requiring national resources are typically recommended by local management and agreed upon through consultation with corporate support staff, including the BI Vice President of Reentry Services and the BI Training Manager. The decision to reallocate local resources based on daily office need are typically made by local management with input from the Vice President of Reentry Services.

**Reporting Relationships**

The reporting relationship between local management and corporate management occurs regularly through bi-weekly staff meetings with the Vice President of Reentry Services and through the provision of key reporting indicators, quality assurance reviews, and program reviews to the Vice President of Reentry Services and the BI President & CEO.

**Assessment**

*An initial assessment will be completed to identify the individual offender's strengths and needs. The assessment will result in the generation of an action plan that would include goals and objectives specifically tailored to meet the individual needs of the participant. The individual assessment and action plan will be available to and approved by the DRC Project Coordinator and staff.*

When a client enters the DRC program, a BI Case Manager administers the Level of Service/Case Management Inventory (LS/CMI) assessment and uses the assessment results to identify the individual client's criminogenic needs, as well as any issues of education, employment, transportation, housing, or mental health. Using this information, the Case Manager works in partnership with the client to create an individualized Behavior Change Plan that targets the client's identified criminogenic risks and needs. Behavioral goals, responsibility factors, and action items are prioritized and customized for each individual client. The Behavior Change Plan takes into account the assessment's sub-section scores, which represent the greatest areas of client risk/need, and identifies action items that can reduce risk in each area. Not only does this ensure maximum efficiency in the use of resources, it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase criminogenic risk.

### **Decision Tree**

BI created the Decision Tree to ensure consistency in treatment and to assist Case Managers in using assessment results for the creation of Behavior Change Plans. The Decision Tree presents specialized assessments, services, activities, and treatment options for each dynamic risk/need subscore. The Case Manager identifies the client's two or three highest subscores and uses the Decision Tree suggestions to target the client's specific criminogenic needs in each area. For example, if one of the client's highest subscores is in the area of alcohol/drug problems, the Decision Tree includes the following options:

- ❖ Specialized alcohol/drug assessment
- ❖ Intensive Outpatient Program (IOP) treatment group
- ❖ Outpatient Substance Abuse Treatment (OSAT) group
- ❖ Drug education group
- ❖ AA/NA group
- ❖ Community referral

### **Specialized Assessments**

Some of the specialized assessments that BI uses are the American Society of Addiction Medicine Patient Placement Criteria, Second Edition - Revised (ASAM PPC-2R), Spousal Assault Risk Assessment (SARA), and Test for Adult Basic Education (TABE).

*American Society of Addiction Medicine Patient Placement Criteria, Second Edition - Revised (ASAM PPC-2R).* Clients are evaluated on six dimensions: alcohol intoxication and/or withdrawal potential; biomedical conditions and complications; emotional, behavioral, or cognitive conditions and complications; readiness to change; relapse, continued use, or continued problem potential; and recovery environment. Each dimension is scored, with Level 0.5 being the lowest risk, and the results of the ASAM assist DRC staff in referring clients to the proper level and intensity of Substance Abuse programming.

*Spousal Assault Risk Assessment (SARA).* The SARA is a clinical checklist of risk factors for spousal assault that assists in ensuring that pertinent information is considered and weighed. Risk factors considered are criminal history, psycho social adjustment, spousal assault history, and current offense, and a summary risk rating gauges the probability of an imminent risk of violence towards a partner and others.

*Test for Adult Basic Education (TABE).* The TABE is the most widely used test for basic adult education skills nationwide. Available in a paper-and-pencil format or online, TABE is a norm-referenced, multiple choice test that provides the most reliable measurement of reading, mathematics, and language skills (spelling) for adults. It is the only basic skills test for which all items have been normed on adults. TABE assessments provide BI staff with the information needed to place clients in classes that are appropriate to their particular skill deficiencies. A highly assessment, the TABE provides accurate pre-testing and can be used for employee screening, as well as to measure post-learning gains.

Additionally, the BI DRC will match the local accreditation/licensing standards.

## Response to Scope of Project

**Behavior Change Plan**

After clients complete the LS/CMI assessment, each client meets with their assigned Case Manager to create a Behavior Change Plan. Based on the specific criminogenic risks and needs identified by the client's LS/CMI results, behavioral goals, responsivity factors, and action items are prioritized and customized for each individual client.

Behavioral goals are stated in positive and supportive language using the acronym SMART (Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe). Responsivity factors are identified as barriers that may prevent the client achieving their goal, or strengths that can support the client's successful achievement.

Action items that will assist the client in moving towards the attainment of their behavioral goals are also identified. Action items are given a time frame for review and a status is documented at the time of review. The action item status may be "Completed," or it may be marked "Continued" with a new time frame set for further review and updates. In order to further assist each client's reintegration efforts at a local level, Case Managers are trained to refer clients to support systems within the community if necessary.

Since Behavior Change Plans are created in partnership with the client, clients become much more invested in achieving the goals stated. Case Managers meet individually at least once per month with their clients to review progress and address any obstacles. Each client's Behavior Change Plan is appropriately updated as the client progresses through the phases of the program. Case Managers will also work and coordinate with Louisville Metro staff, and any other agencies or organizations involved in the supervision and treatment of a client.

Please see the next two pages for a sample Behavior Change Plan.

**Transportation**

*Transportation to the DRC and service providers in the community are an important component to the success of the offender when daily attendance is required. Public transportation is limited to Louisville Metro therefore the location of the DRC must be in an area accessible to the majority of the clients. The contract should include in the proposal specifics regarding transporting clients to and from the center as well as any other transportation that will be provided, such as transportation to job interviews.*

Conveniently located in the Community Corrections Center on 316 E. Chestnut Street, our DRC is easily accessed via public transportation routes. However, BI understands that a means of reliable transportation may be one of the issues that clients face. Therefore in addition to locating our DRC close to public transportation routes, BI Case Managers will work with clients to address or help budget for any transportation needs.

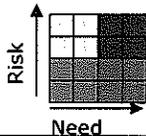
### BEHAVIORAL CHANGE PLAN

Client Name Example Client Plan Version # 1

Date of LSI-R Assessment 4/16/08 Date Plan Created 4/17/08

#### Required Components

**Total LSI-R score at Entrance to Program**  
= 27



- 1 Attendance to MRT or SRT\*  
Additional Court/Board or Other Requirements \_\_\_\_\_
- 2 Random UAs @ 4 per month
- 3 No other board order requirements

#### Behavioral Change Goals

**SMART Goals = Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe**

**#1 Risk/Need LSI-R Subcomponent =** Education/Employment Score = 7

Behavioral Goal: Obtain gainful and appropriate employment

Responsivity Factors:

- Barriers = Lack of marketable skill sets
- Strengths = Motivated to find work

Actions:	Timeframe	Status
1 <u>Assessment via Work Keys</u>	<u>4/24/08</u>	_____
Review/Update	_____	_____
2 <u>Attend Job Readiness Group</u>	<u>Until employed</u>	_____
Review/Update	_____	_____
3 <u>Complete resume for job search</u>	<u>4/24/08</u>	_____
Review/Update	_____	_____

\*BI recognizes that all clients referred to our CRC can benefit from cognitive behavioral treatment. If this component is NOT part of a Behavioral Change Plan, please provide an appropriate explanation.

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Response to Scope of Project

#2 Risk/Need LSI-R Subcomponent = Alcohol/Drug Problem Score = 6

Behavioral Goal: Maintain sobriety throughout supervision - learn alternatives to use

Responsivity Factors:

- Barriers = Tested positive for THC at intake
- Strengths = Wants drug free lifestyle, wife is supportive of sobriety

Actions:	Timeframe	Status
1 Alcohol/Drug Assessment	4/24/08	
Review/Update		
2 Relapse Prevention Classes	Until curriculum complete	
Review/Update		

#3 Risk/Need LSI-R Subcomponent = Companions Score = 4

Behavioral Goal: Find pro-social friends and activities supportive of positive lifestyle

Responsivity Factors:

- Barriers = Some gang and criminal friends, lives in high crime area
- Strengths = Desire to spend more time with spouse, wants to explore faith based activities

Actions:	Timeframe	Status
1 Make a list of all legal activities possible in area	4/22/08	
Review/Update		
2 Research one church per week and report on favorite	5/8/08	
Review/Update		

EXPLAIN ANY OVER-RIDE FROM LSI-R RESULTS

Current Phase in Program Client Signature/Date

Behavioral Change Manager Signature/Date Reviewer(s) Signature/Date

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**Out of Custody Referrals to be Served**

*The DRC shall have the initial minimum capacity to serve approximately 40 pre-trial and sentenced individuals. The Louisville Metro DRC shall operate under a contract managed by Metro Corrections. The operator of the DRC shall collaborate with the Probation Department, Department of Corrections, Jefferson County Courts, and other criminal justice and public safety agencies.*

The proposed DRC has the capacity to serve 40 pretrial and sentenced individuals, and DRC staff will work closely with the Probation Department, DOC, County courts, and other local criminal justice and public safety agencies to refer appropriate clients to the DRC.

We anticipate that community based clients will include clients directly sentenced or referred to the DRC, as well as clients who have completed their jail sentences. Clients who have not received any prior DRC programming will start with intake and Phase 1. Clients who previously received DRC programming while in custody will resume the programming they began and will continue working through the phases. For example, a client who has completed Step 3 of MRT while in custody would not be expected to start again at Step 1 when released. He or she would join an MRT group at the DRC and continue to work from Step 3. The main change to a transitioned client's Behavior Change Plan will be the monitoring component. Transitioned clients will be subject to alcohol and random drug testing during their time as community based clients in the DRC program.

**In-Custody Population to be Served**

*The operator of the DRC shall also have the minimum capacity to serve 35 offenders housed in the Department of Corrections. Offenders served while in-custody may or may not transition to the DRC.*

The proposed DRC has the capacity to provide programming to 35 offenders housed in the Department of Corrections.

BI Case Managers will deliver services in the jail to in-custody clients; however, since these clients are in DOC custody, they would not be on electronic monitoring or subject to alcohol and drug testing. Case Managers would come to the jail to conduct intake and orientation; screening and assessments; develop and monitor Behavior Change Plans; deliver educational, vocational, and employment services; and conduct treatment groups. In addition, Case Managers will work with clients to identify appropriate housing for when the client is released, possible employment opportunities, transportation accommodations, and other needed resources. We propose that in-custody clients who have not finished treatment be transitioned to the DRC to complete the program upon release. Clients who complete the program while still incarcerated can be supported in the DRC's Aftercare Phase upon release.

**Supervision and Tracking**

*Offenders enrolled in the DRC will be required to report to the Center, under advisement of the case manager with a schedule of their activities for the week. DRC staff shall provide daily phone contact to verify the location of the offender. Offenders will be assigned to appropriate treatment programming designed to reduce recidivism.*

In order to provide phone contact that verifies client locations, the DRC can utilize our BI VoiceID, powered by AnyTrax voice verification system. Using only a telephone, BI VoiceID verifies that clients are at home, work, school, or other locations as scheduled. Based on the

## Response to Scope of Project

client's approved schedule, VoiceID makes random or on-demand notification calls to the client's home phone, or to an alternate number such as a cell phone. When the client receives a notification call from the system, they must respond by calling in to the system for a check-in. Staff can also schedule preset calls, which require the client to call the system from a specific location during a specified time period. Each time a client calls into the VoiceID system, voice verification technology automatically verifies the client's identity, and ANI technology identifies the telephone number from which the client is calling from. VoiceID records the results of the voice verification, late calls, missed calls, and even stores verbal explanations from the client that staff can later playback.

**Hours of Operation**

*The DRC shall be able to provide monitoring and treatment services at least six (6) days a week, including holidays, with office hours that can accommodate the work schedules of the participants. Agencies responding to the RFP shall propose potential hours of operation, including days and times when treatment services can be provided to the in-custody population.*

BI proposes to operate a DRC that can provide services from 8:00 am to 8:00 pm Monday - Friday, and 9:00 am to 1:00 pm on Saturdays. There will be some office closure for major holidays. Treatment groups would be available to clients during weekday hours; weekend hours would be for check-ins, breathalyzers, and drug tests.

**Evidence-Based Practices Programming**

*Programming provided in both the DRC and to the in-custody population must be evidence-based, address criminogenic needs and be designed to reduce recidivism. The respondent shall propose the curriculum and programming to be provided for the DRC. Respondents shall provide detailed information on the curriculum and programming proposed. Metro reserves the right to negotiate curriculum and programming selection. The same curriculum and programming shall be provided in the Community Corrections DRC and to the in-custody populations. Respondents shall address whether treatment programming will be open or closed and how offenders may transition from in-custody programming to out-of-custody programming.*

Evidence-based programming is necessary to reduce client risk in the long-term. With the information obtained from validated risk-assessment tools like the LS/CMI, clients receive skill training and attend groups that are appropriate to their identified criminogenic risk/needs. BI groups are cognitive-behavioral in design, and include cognitive skills building, employment readiness, parenting skills, and life skills. Appropriate clients also receive educational, vocational, and/or employment services.

In addition, all BI DRC staff are trained in **What Works** research, and learn the importance of evidence-based practices such as assessing clients for criminogenic needs, matching treatment to those needs, using cognitive-behavioral treatment approaches, and enhancing the motivation for change. All BI DRC staff are also trained in Motivational Interviewing (MI) by nationally certified instructors. While very valuable in assessment and interviewing settings, MI is a method of communication that is used in every contact within the DRC. MI is a communication style specifically designed to both decrease a client's resistance to change and increase the cognitive skills needed to achieve change. Research strongly suggests that MI techniques, rather than persuasion tactics, effectively enhance client motivation for initiating and maintaining

behavior changes.<sup>11</sup> Clinical trials have shown that MI increases client engagement, retention, and compliance, and improves treatment outcomes.

For further information on evidence-based practices and BI's alignment with them, please refer to "Evidence-Based Principles and BI's Alignment" beginning on page 10.

### **Programming**

*Project staff will contract with local community organizations to provide additional services and treatment options and/or alternatives to incarceration for court involved individuals. Specific providers and services will be selected based upon existing offender/court service needs and will be finalized once grant award is received. Examples of services that could be offered include: community based drug, alcohol and mental health treatment, parenting classes, life skills, domestic violence offender treatment, individual and family counseling services, education, job searched, etc.*

#### **Anger Management/Batters Intervention Programming**

*Programming provided in the DRC must be evidence-based and designed to reduce recidivism. Anger Management/Batters Intervention services shall be provided by local contractors currently utilized by Metro Government.*

BI will refer clients needing Anger Management and/or Batterers Intervention programming to the Louisville Metro's current contractor.

#### **Criminal Thinking Groups**

*Programming provided in the DRC must be evidence-based and designed to reduce recidivism. Criminal Thinking Groups will incorporate. Criminal Thinking Counseling Group services shall be provided by local contractors that provides support for offenders.*

As a part of our proposed programming, the DRC will offer Moral Reconciliation Therapy (MRT) and Change Orientation groups. Both of these groups utilize cognitive skills training to address criminal thinking and a variety of other topics. For further information regarding these groups, please refer below for BI's response to "Cognitive Restructuring."

#### **Cognitive Restructuring**

*Programming provided by DRC must be evidence-based and designed to reduce recidivism. Cognitive Restructuring will include techniques and counseling to identify and correct negative thinking patterns. Cognitive Restructuring services shall be provided by local contractors that focus on pro-social attributes.*

**Cognitive Skills Training - Moral Reconciliation Therapy (MRT).** All of our groups use a cognitive-behavioral approach, but one group focuses exclusively on cognitive skills training. Moral Reconciliation Therapy (MRT) is a systematic, step-by-step cognitive skills rehabilitation system designed to confront the thinking errors that prevent offenders from breaking the cycle of criminality. The term "Moral Reconciliation" refers to Kohlberg's moral development structure and "conciliation" is a psychology term for the conscious, decision-making part of the personality.

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11. National Institute of Corrections. *Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention* (2004). found at <http://nicic.org/Library/019342>

## Response to Scope of Project

The intent of MRT is to develop moral decision-making strategies in individuals. The system is designed to positively alter how clients think, how they make judgments and decisions about the right and wrong thing to do in situations, and to promote actions and behaviors focused on changing negative relationships. MRT teaches clients thinking and judgment skills in a systematic group process. The system uses a series of structured exercises and tasks to foster development of higher levels of reasoning as well as to address other important areas.

MRT is an open group curriculum; clients can join the group at any time. Open groups facilitate better program management, and are a more efficient use of manpower. Closed groups require that new clients start in a new group, thereby frequently requiring new groups to start. Typically, closed cycle groups start with 10 - 12 but many times end with a group of three or four. Since open cycle groups continually add in new members, the group count can stay at 10 - 12 and clients at different levels can participate together in a group. This allows clients further along in the program to mentor newer clients.

A Case Manager leads this group, which uses the MRT workbook, *Escaping Your Prison*. The topics covered include:

- ❖ Honesty
- ❖ Acceptance
- ❖ Healing damaged relationships
- ❖ Long-term goals and identity
- ❖ Commitment to change
- ❖ Keeping moral commitments
- ❖ Evaluating relationship between inner self and personality
- ❖ Trust
- ❖ Raising awareness
- ❖ Helping others
- ❖ Short-term goals and consistency
- ❖ Maintaining positive change
- ❖ Choosing moral goals

BI trains staff in MRT, and nationwide have taught cognitive skills to approximately 10,000 clients with MRT. Our staff includes one MRT-certified trainer who teaches DRC staff how to properly conduct an MRT cognitive skills group.

**Change Orientation.** During Phase 1, clients complete the Change Orientation group. This group helps clients move from pre-contemplation to the contemplation stage of change. They will identify problems, review options, weigh the consequences, develop a plan, evaluate the plan, put the plan into action, and monitor progress and regression. A Case Manager facilitates the Change Orientation group, which uses the *Making Changes* curriculum from The Change Companies. The group meets over the course of a week in four 1½-hour sessions. Group topics include:

- ❖ The power of choice
- ❖ The stages of change
- ❖ Red flag situations
- ❖ Our different perceptions
- ❖ Thinking errors

- ❖ Thoughts and feelings regarding change
- ❖ Consequences to behaviors
- ❖ Family roles
- ❖ Listening skills
- ❖ Identifying obstacles to success
- ❖ Problem solving
- ❖ The impact of drugs and alcohol on relationships and decision-making skills
- ❖ Identifying positive and negative associates and peers

### **Substance Abuse Programming**

*Programming provided in DRC must be evidence-based and designed to reduce recidivism. Lower level alcohol and drug services such as education, prevention, and early intervention services (based on ASAM criteria), shall be provided through the DRC. Respondents should include information on serving clients that may need alcohol and drug interventions but not at the residential or intensive outpatient treatment levels.*

DRC staff will administer ASAM assessments, the results of which will assist DRC staff in referring clients to the proper level and intensity of Substance Abuse programming. BI proposes to contract with a local service provider that meets all applicable Kentucky licensing requirements for the provision of Substance Abuse programming.

### **Mental Health Counseling**

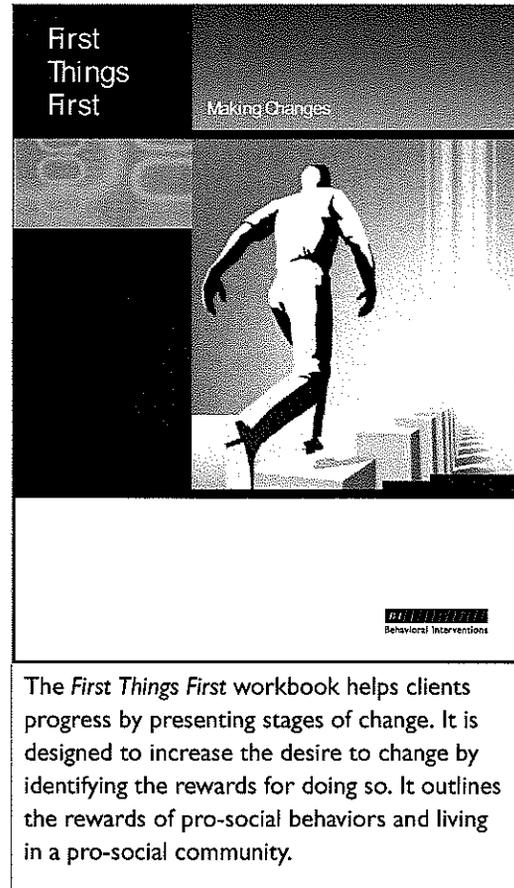
*Mental health services will be provided by a local service provider. Such services will include crisis intervention, medication management and case management services. Respondents should include information on serving participants that may need supportive counseling or group treatment.*

BI proposes to contract with a local service provider that meets all applicable Kentucky licensing requirements for the provision of Mental Health counseling/programming.

### **Life Skills Training**

*Life Skills Training will be provided by a local service provider. Such services will include teaching skills for adaptive and positive behavior that will enable individuals to deal effectively with the demands and challenges of everyday life such as problem-solving and critical thinking, as well as personal skills pertaining to self-awareness, healthy communication and interpersonal skills, etc. Practicing life skills will lead offenders to qualities such as self-esteem, social abilities and tolerance, taking action, generating change and the freedom to what to do and who to be.*

BI's programming will include life skills training. The Life Skills group uses the *Making a Commitment* workbook to address issues such as finding a new living situation or changing their



The *First Things First* workbook helps clients progress by presenting stages of change. It is designed to increase the desire to change by identifying the rewards for doing so. It outlines the rewards of pro-social behaviors and living in a pro-social community.

## Response to Scope of Project

current situation so that it protects their new crime-free lifestyle, or avoiding recreational activities or associates who encourage old, criminal behaviors. The life skills addressed in this group include communication skills, problem solving, decision making, anger management, conflict resolution, financial management, healthy lifestyles, parental responsibilities, sexually transmitted diseases, employment skills, time management, HIV/AIDS, health care, and interpersonal relationships.

**Basic Education Classes**

*Basic Education program shall be made available to participants offering a range of educational activities includes GED, etc. Service providers will be from the Louisville Metro Community.*

In order to address the education needs of clients, the DRC will offer Education/Employment programming. The DRC's Employment/Education Coordinator will deliver this programming, as well as conduct education and/or employment assessments for each assigned client; create individual education and/or employment plans for each client; and oversee use of the DRC's computers for GED preparation and remedial education.

**Parenting Classes**

*Programming for Parenting Classes shall be made available to participants offering a range of a comprehensive plan containing details relating to taking care of a child, including child support, possession schedules and parental powers, rights and duties, etc. Service providers will be from the Louisville Metro Community.*

BI's DRC programming will include a parenting class. The Parenting Skills group is for clients who have been assessed as needing training in the skills of healthy parenting. The group uses the Common Sense Parenting® (CSP) curriculum from Boys Town Press. CSP is an award winning, practical, skill-based parenting program that teaches parents easy-to-learn techniques and logical strategies that address everyday issues of communication, discipline, decision-making, relationships, and self-control.

**Employability and Job Referral Services**

*Employment and Job Services programming shall be made available to participants that include resume writing, job applications, interviewing skills, presentation skills and other job search strategies. Respondents will provide job referral services. Service providers will be from the Louisville Metro Community.*

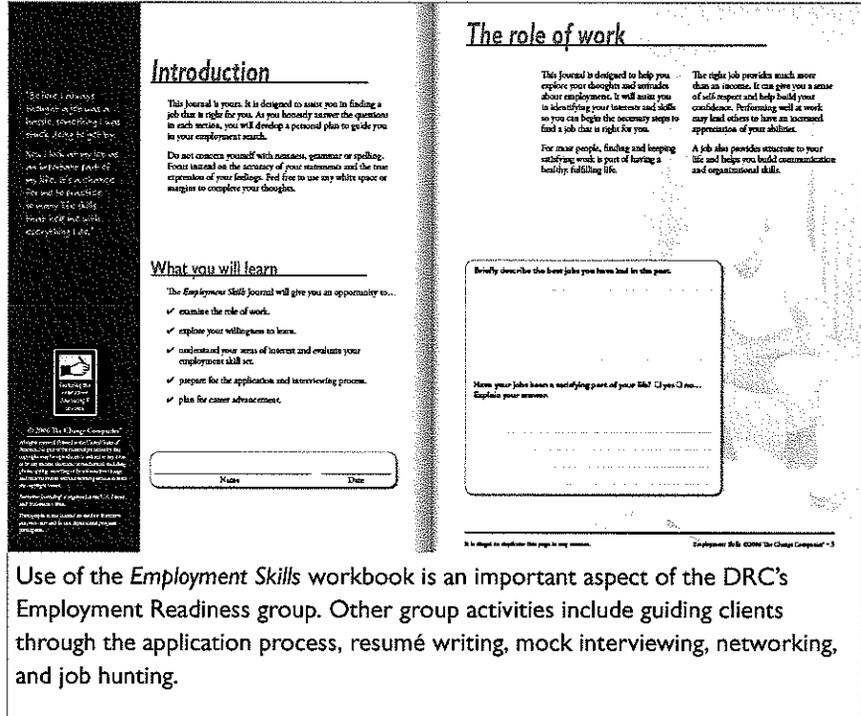
The DRC's Education/Employment programming will be delivered by a BI Education/Employment Coordinator, and includes the Employment Readiness program; the KeyTrain® curriculum that teaches business skills and prepares clients to take WorkKeys® Certification tests; and CIVILWorld, an interactive, multimedia presentation that uses a cognitive-behavioral approach to teach pro-social skills.

**Employment Readiness**

The Employment Readiness group uses the *Tools for Success: Employment Skills* workbook from The Change Companies. Like all Change Companies workbooks, the *Employment Skills* workbook incorporates the research-proven practices of structured/expressive writing; cognitive-behavioral interventions; the principles of Motivational Interviewing; the application of the Transtheoretical Model of Behavior Change; and the delivery strategy of Interactive

Journaling.<sup>®</sup> The *Employment Skills* workbook helps clients understand the process of planning for a career. By exploring their willingness to learn, understanding their areas of interest, and evaluating their skill sets, clients prepare for the application and interviewing process. During Employment Readiness group sessions, clients are assisted in identifying career possibilities for which they have the appropriate aptitudes and interest. Other group topics include:

- ❖ Examining the role of work in family
- ❖ Examining the role of work in life
- ❖ Examining thoughts and feelings around work
- ❖ Exploring willingness to learn
- ❖ Identifying daily activities that provide opportunities to learn new skills
- ❖ Identify areas of interest
- ❖ Identify ways to increase learning opportunities in areas of interest
- ❖ Identifying personal qualities and strengths
- ❖ Identify personal motivators to work
- ❖ Identifying self-imposed obstacles to seeking employment
- ❖ Exploring current skill set and matching to interests
- ❖ Overcoming employment barriers
- ❖ Setting SMART goals
- ❖ The application process
- ❖ Interview skills
- ❖ Resume building



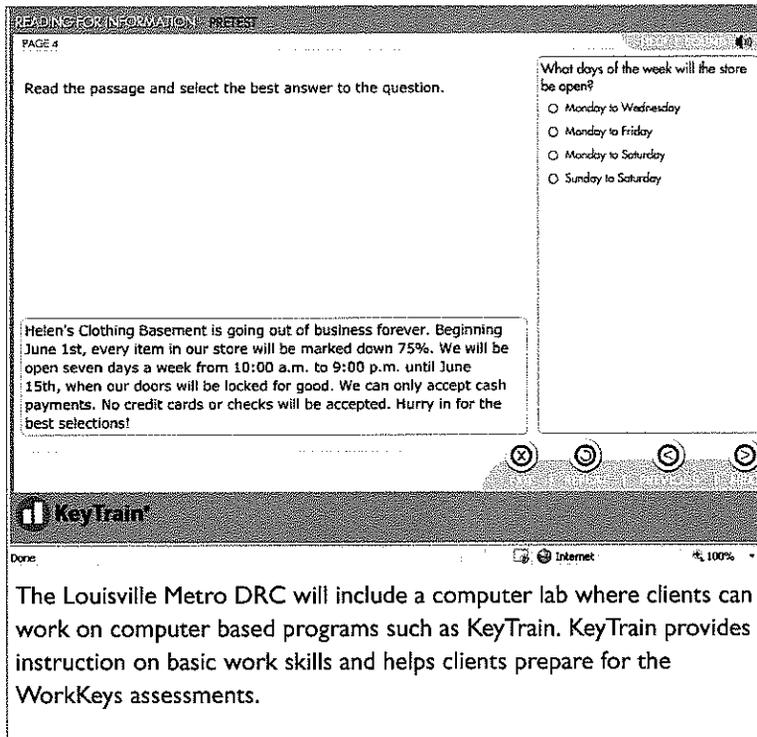
**KeyTrain/WorkKeys**

KeyTrain is a comprehensive system for improving the basic skills measured by the WorkKeys Assessment System. The WorkKeys Assessment System is rapidly becoming the nationwide

Response to Scope of Project

standard for measuring basic workplace skills. The WorkKeys System was developed by ACT, Inc., the creators of the college entrance exam. In the same way that colleges use ACT scores to predict student performance, employers can use the results of WorkKeys assessments to predict employee performance. KeyTrain helps clients prepare for the WorkKeys assessments in the same way that Kaplan helps students prepare for the ACT.

KeyTrain delivers comprehensive instruction on the nine skills sets assessed by WorkKeys. These skill sets are reading for information, applied mathematics, locating information, applied technology, writing, business writing, listening, observation, and teamwork. KeyTrain includes hundreds of hours of instruction to prepare clients for the WorkKeys assessments. KeyTrain also offers a Career Skills curriculum of over 200 lessons, which teaches "soft" workplace skills such as work habits, business ethics, customer service, and on-the-job etiquette. KeyTrain specifically helps renew and expand the skills users may already have, as well as assists clients in learning new skills and expressing these skills in typical job situations.



**CIVILWorld**

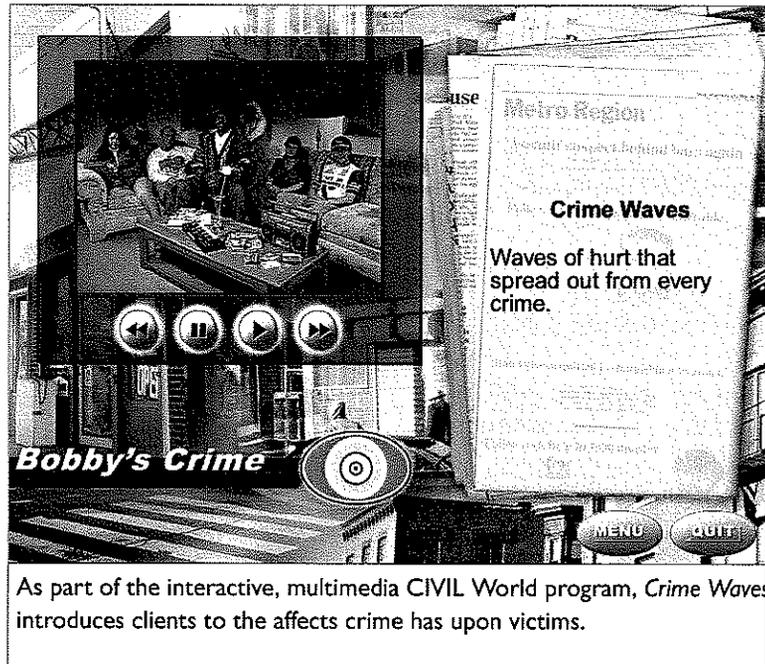
CIVILWorld (Correctional Interactive Video Learning World) is a unique treatment tool for offender reentry programs. CIVILWorld presents a series of modules that clients work through at their own pace, spending five or ten or 30 minutes at a time. The modules are interactive, multimedia presentations that give the client control of the pace, direction, and even much of the nature of the presentation. This can be relatively simple, such as deciding which part of a program to view and in what order. Or it can be more involved, such as being challenged to pick out—as it is happening onscreen—an appropriate use of a skill or choosing among several possible scenario responses and seeing likely real life outcomes of each response.

Even if a client is not literate, they can still participate fully in CIVILWorld programs. Text messages emphasize points made by the characters, however all the text sections have clear audio narration that clients can hear by clicking the headphone icon. This allows non-readers to take in everything.



CIVILWorld offers the following programs:

- ❖ **Crime Waves** is an introduction to the topic of victim impact. This subject matter is usually avoided by offenders, who typically deny, distort, or resist confronting the reality of crime's damage and their responsibility for it. The program avoids high-powered emotional confrontation, and instead engages the client with a cognitive approach to victimization. The main point is that every act of crime creates waves of pain and



damage that spread out from the act itself. The victims include people who suffer directly from the crime; people who are close to, dependent upon, or support the victims; and the local community or neighborhood which suffers from fear, disruption, and more expensive or scant public services. Offenders also victimize themselves when they commit a crime by damaging their own lives.

- ❖ **Drugs: The Prison Within.** Former inmates engage in conversation, role playing, and challenging encounters from their past. They explore and confront each other about the problems of using drugs or staying clean while doing time, and the advantages and challenges of treatment programs. The design includes game-like challenges and action choices that show corresponding outcomes.
- ❖ **Two Selves.** Everyone has two main mental styles: deliberative and reactive, or the "Thinking Self" and the "Habit Self." Trauma, substance abuse, and other powerful experiences can lead to highly overdeveloped Habit Selves and hence to thinking errors—and more seriously, to "Criminal and Addictive Thinking." In fact, most offenders are completely at the mercy of their Habit Selves. The key to a better life is to strengthen the Thinking Self with select skills and exercises.

CIVILWorld also includes interview clips with dozens of current and former offenders that present strikingly candid and often highly insightful observations.

## Response to Scope of Project

**Financial Management**

*Financial Management Skills programming shall be made available to participants that include understanding your money habits, budgeting, spending, debt management, working with banks and credit unions, etc. Service providers will be from the Louisville Metro Community.*

In addition to addressing a variety of other important skills, BI's proposed Life Skills group includes financial management training. For further information on the DRC's Life Skills group, please refer to BI's response to "Life Skills Training" on the previous page.

**Alcohol and Drug Abuse Monitoring**

*Staff at the DRC will provide monitoring using current technology and methods to detect alcohol or drug use by offenders. Respondents would prefer to provide their own testing equipment and process must include detailed process information in their response. The DRC may need to become certified in order to provide drug and alcohol testing.*

BI DRC staff will provide both breath alcohol testing and urinalysis drug testing to all clients who come to the DRC to receive services.

**Breath Alcohol Testing**

For safety reasons, and to ensure a therapeutic environment, BI requires all clients to take a breath alcohol test every time they report to the DRC (for a check-in, group, meeting with Case Manager, etc.). If a test is positive for alcohol:

- ❖ A DRC staff member will immediately notify a pre-designated Louisville Metro contact and follow the pre-specified procedure approved by Louisville Metro
- ❖ No further client activity in terms of group or program participation is permitted for the day
- ❖ If the alcohol level is high enough, the client may be sent to a detoxification facility

DRC staff record the administration and results of all alcohol tests in AccuTrax. If a client refuses to provide a breath sample, that fact is also documented and reported.

**Random Drug Testing**

Clients are subject to a random drug test once per week during Phase 1, twice per month during Phase 2, and once per month during Phase 3. Drug testing can also be continued in Aftercare. Clients are assigned a word during intake - for example, a client may be given the word "community." When clients check-in, their assigned word determines if they are required to provide a urine sample that day. If "community" is the designated word when that client reports on a specific day, then that client must provide a urine sample. DRC staff can also conduct a urinalysis test at any time at the request of Louisville Metro.



**Random Urinalysis.** It is virtually impossible for clients to make progress in any other area of life if they continue to abuse alcohol and/or drugs. Enforcement of abstinence from all alcohol and illicit drug use is not only for the benefit of the client's health and safety, it helps maximize program effectiveness.

If the drug test detects an illicit substance, a DRC staff member will immediately notify Louisville Metro, and follow pre-established procedures to administer consequences. DRC staff record the administration of all drug tests and the results in AccuTrax. If a client refuses to provide a urine sample, that fact is also documented and reported.

**Immediate Notification**

*The DRC staff shall immediately notify the Jefferson County Courts, Probation Office or other public safety agencies of any problems that would jeopardize public safety or the offender's continuation in the DRC. Problems shall include but not be limited to: failure to report and follow daily/weekly schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk.*

BI staff use reports from both AccuTrax and our electronic monitoring software (if the client is also monitored with EM) to review all client activities from the previous day. Reports can be run for an individual client or for all clients, and can include all the events and alerts that occurred during a specified date or timeframe.

If BI staff receive notification of a specified program violation (such as failure to report or a positive drug test) from AccuTrax and/or the electronic monitoring software, BI notifies the appropriate agency staff by the specified means. Additionally, authorized Louisville Metro staff have secure Internet access to AccuTrax and the electronic monitoring software in order to view client activity, track client fee collections, and run reports 24x7. Louisville Metro staff can also use the AccuTrax system to view the contacts BI has had with a specified client, as well as any written violations for that client.

**Assessment and Screening Tools**

*The DRC must have the ability and competency to administer/utilize the tools listed below. Respondents should include in the cost to utilize these tools in a separate line item in the budget information.*

**Screening Tools**

- Proxy for the LS/CMI
- Brief Mental Health Screening Tool

**Assessment Tools**

- ASAM
- LS/CMI

When a client enters the DRC program, a BI Case Manager administers the LS/CMI assessment and uses the results to identify the individual client's criminogenic needs, as well as any issues of education, employment, transportation, housing, or mental health. In addition to the LS/CMI, some of the specialized assessments that BI uses are the American Society of Addiction Medicine Patient Placement Criteria, Second Edition - Revised (ASAM PPC-2R), Spousal Assault Risk Assessment (SARA), and Test for Adult Basic Education (TABE).

## Response to Scope of Project

**Referral Services**

*The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of participants in such programs.*

Case Managers determine if their clients meet the criteria for any entitlements; (i.e. SSI, welfare, grants, etc.) and will assist clients in obtaining and completing appropriate applications. Case Managers also assess clients for their ability to meet basic needs such as food, shelter, and medical attention.

In addition, BI's DRC program model includes a critical component called Community Connections. Many offenders face a variety of issues upon returning to their communities, and they are often unaware of local resources available to assist them. BI's Community Connections program works to match clients with needed services. Since clients remain in the DRC program for a limited time, community support upon program completion is an important aspect of long-term client success.

Local service providers will visit the DRC on a regular basis to present information about food, housing, mentoring, health services, support groups (NA, AA, etc.), education, employment, legal help, drug treatment, and vocational training. Clients also learn about specific job seeking and retention skills, key behaviors for successful reentry, and relapse prevention behaviors. After these presentations, there is a question and answer period, and clients can also sign up for services, talk with the providers individually, and set up appointments. Clients can also meet with BI DRC staff to address additional services needed.

BI staff works diligently to build a strong network of resources that will meet client needs. The DRC also maintains a Community Resource Manual, which lists local agencies available for client assistance, and clients receive their own copy of this manual.

**Electronic Monitoring/Global Positioning System**

*The DRC shall have the ability to monitor clients via Global Positioning or Electronic Monitoring devices. Louisville Metro Corrections currently maintains a contract for these services that can be utilized by the DRC. Respondents may propose to use their own equipment, however, detailed information must be provided.*

DRC clients may also be monitored with BI's electronic monitoring equipment to further determine their compliance with curfews, no-contact orders, and other conditions of release or probation. Electronic monitoring can also be used as a sanction for persistent non-compliant behavior. BI intends to work with Louisville Metro staff to determine if electronic monitoring is appropriate for a DRC client and what intensity of electronic monitoring (if any) best suits their identified needs. We propose that Case Managers and Louisville Metro staff consider a client's LS/CMI score and collaborate to decide whether or not electronic monitoring is needed and what the appropriate level of any decided upon monitoring should be.

BI has provided electronic monitoring products and services to the Louisville Metro Corrections Department since 1996. The proposed BI DRC can incorporate the use of the following BI monitoring equipment:

**The BI HomeGuard 200 Radio Frequency System**

Already in use by Louisville Metro today, the HomeGuard 200 system uses radio-frequency (RF) technology to continuously verify a client's absence from or presence in their home. Consisting of a client-worn transmitter and receiver installed in the residence this proven RF system operates as follows:

- ❖ **Transmitter.** The client wears a HomeGuard transmitter around the ankle 24 hours a day. The transmitter continuously emits RF signals that are detected by a receiver installed in the client's home. The transmitter's emitted signal contains the transmitter's serial number, battery condition, and tamper status.
- ❖ **Receiver.** The HomeGuard 200 receiver is the link between the client (wearing the transmitter), and the central monitoring computer. The receiver can be adjusted to detect the transmitter's signals at 35, 75, or 150 feet, allowing staff to set a range appropriate to the client's residence. The receiver forwards the transmitter's information to the monitoring computer via the client's home phone line.

**The BI ExacuTrack One Single Piece GPS System**

ExacuTrack One is our single piece GPS system that provides active GPS tracking in the community. ExacuTrack One provides the highest level of electronic supervision available today by utilizing multiple location technologies (Autonomous GPS, Assisted GPS, and AFLT) for optimal performance in various cellular coverage areas and environments. In addition to utilizing GPS technology to collect, record, and report client locations in near real time, the system can also incorporate multiple RF links in places such as the home, work, or a treatment center.

Consisting of only an ankle-mounted tracking unit, ExacuTrack One is equipped with variable GPS acquisition rates and reporting modes to give staff flexibility and precise control over their program data. And since ExacuTrack One incorporates cellular capabilities, staff receive program data at the desired interval, without having to rely on the client returning home and docking the tracking unit in order to find out where they've been.

Should Louisville Metro wish to utilize a host server for the monitoring of GPS units, BI can upgrade Louisville Metro's current BI host server setup so both HomeGuard and ExacuTrack One units are supported and monitored. Louisville Metro also has the option of utilizing BI's central monitoring computer and the BI GuardCenter in Anderson, Indiana for the monitoring of ExacuTrack One units. BI will work with Louisville Metro to develop a solution that best meets the needs of the agency

**Data Collection/Quality Assurance**

*Data collection and quality assurance shall be performed in a manner consistent with service needs. The vendor shall provide written reports to Louisville Metro and the DRC Program Coordinator detailing the name and number of clients, schedule of activities, and any other services provided during a given month. The coordinator of the DRC shall provide a template for the collection of data required from the selected contractor(s). The data shall be*

## Response to Scope of Project

collected in an electronic fashion by the contractor and delivered to Louisville Metro in a manner and frequency prescribed by Louisville Metro.

**Data Collection**

Complete client files are maintained for each DRC client in both hard-copy and electronic form. Hard copy files include paper documents requiring signatures, referrals, court papers, and reference materials received in hard-copy form. Active client files are maintained in a locked environment to ensure security and confidentiality. Closed files are housed in locked storage for seven years, at which time they are shredded.

**AccuTrax**

In order to electronically maintain all client and program information, BI's reentry and supervision services programs use AccuTrax, our proprietary and computerized case management system. AccuTrax enables BI and Louisville Metro staff to record and retrieve information, and is easily available to all authorized users with Internet access. When a client is referred to the DRC program, a BI staff member enters the client's contact and case information into AccuTrax, and schedules required activities such as assessments and orientation. For groups, AccuTrax creates rosters that allow the facilitator to electronically record who attended and who failed to appear, as well as to enter class notes for each client.

The type of client and program information stored in AccuTrax includes, but is not limited to, home address; employment information; schedules of required activities including groups and individual meetings; results of urinalysis and breathalyzer tests; assessments; referrals to community resources; group notes; and case notes that describe the results of case reviews and program progress during case management meetings.

At midnight every day, AccuTrax generates the scheduled services for the new day and generates violations for required services that were not completed the previous day. Each day, BI staff review the previous day's violations and either confirm or dismiss the violation. Confirmed violations are handled per Louisville Metro direction, and actions taken are recorded for all violations.

**Reports.** AccuTrax includes numerous pre-defined reports that staff can use to produce statistical reports on one client or all clients. Users can run reports on demand, schedule reports for delivery to email, and create customized reports. Reports can be downloaded and saved, and are available in Word, Excel, Access and PDF formats.

**Data Protection.** AccuTrax requires users to enter a unique username/password to access the system. BI also protects customer data with intrusion detection, a DMZ, firewalls, electronic security, and physical protection. Data is backed up to redundant servers with fault-tolerant disk arrays, and is also backed up to DLT tape daily and stored offsite.



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**Response to Scope of Project**

Clients are asked to fill out a Client Exit Survey upon program completion and this process is reviewed to ensure on-going support at the local level. During onsite visits, the Specialist meets with available customer representatives to elicit direct feedback. Finally, the Specialist ensures that the monthly internal quality assurance process has been completed as required. The Specialist may also provide onsite support and training to local staff during the visit.

The Specialist then provides a written report of the results to the appropriate stakeholders, and makes recommendations, if needed, to address any deficit identified. This report is made available to the BI State Director and the BI VP of Reentry and Supervision Services. This team works together and designs Corrective Action Plans to address any deficit area of the program review. Items within the Corrective Action Plan receive on-going measurement until concerns are resolved.

**Fee Collection**

*Vendor(s) will have the ability to collect fees for programming at the DRC per LMDC policies.*

BI DRC staff will be responsible for the collection of fees from clients. When clients report to the DRC for regular meetings with their Case Manager, program fees will be collected at that time.

Due to BI's extensive experience in providing fee collection services for our customers, BI's reentry and supervision services offices have an average collection rate of 95%.

## REQUIRED BID FORMS

