

AGREEMENT

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3 THIS AGREEMENT ("Agreement") is made and entered into this 4th day of June, 2019 ("Effective
4 Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California,
5 ("COUNTY"), and Poverello House, a California non-profit corporation, whose address is 412 F. Street,
6 Fresno, CA 93706-3409, ("CONTRACTOR").

7 WITNESSETH:

8 WHEREAS, COUNTY is a recipient of Local Innovation Subaccount funds;

9 WHEREAS, COUNTY is in need of a vendor to provide recidivism reduction services for adult
10 male offenders, including, but not limited to, homelessness prevention and reentry services; and

11 WHEREAS, CONTRACTOR is qualified and willing to provide such services pursuant to the
12 terms and condition of this Agreement.

13
14 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
15 contained, the parties hereto agree as follows:

16 1. SERVICES

17 A. CONTRACTOR shall perform all services and fulfill all responsibilities as specified
18 in Exhibit "A," COUNTY's Request for Proposal (RFP) no. 19-055, dated March 14, 2019, and
19 CONTRACTOR's response to RFP, dated April 8, 2019, which are attached as Exhibit B, and
20 incorporated herein by reference.

21 B. CONTRACTOR shall provide COUNTY monthly service activity reports in a
22 format as outlined in RFP no. 19-055.

23 2. TERM

24 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019,
25 through and including June 30, 2022.

26 3. TERMINATION

27 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
28 provided hereunder, are contingent on the approval of funds by the appropriating government agency.

1 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
2 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written
3 notice.

4 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
5 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
11 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
12 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
13 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
14 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
15 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
16 any such funds upon demand.

17 C. Without Cause - Under circumstances other than those set forth above, this
18 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
19 intention to terminate to CONTRACTOR.

20 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
21 CONTRACTOR agrees to receive compensation as follows: Four Thousand One Hundred Sixty-Six
22 Dollars and Sixty-Six Cents (\$4,166.66) each month upon submission of monthly activity
23 reports as described in Exhibit A. CONTRACTOR shall submit monthly invoices to the County
24 of Fresno Administrative Office at 2281 Tulare Street, Room 304, Fresno, CA 93721.

25 In no event shall compensation paid for services performed under this Agreement exceed One
26 Hundred and Fifty Thousand Dollars (\$150,000) during the three-year term of this Agreement. It is
27 understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement
28 shall be borne by CONTRACTOR. COUNTY shall remit payment for services within forty-five (45) days of

1 receipt of a service activity report as described in Exhibit A and CONTRACTOR's invoice for same.

2 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
3 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
4 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
5 times be acting and performing as an independent contractor, and shall act in an independent capacity and
6 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
7 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
8 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
9 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
10 terms and conditions thereof.

11 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
12 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

13 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
14 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
15 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
16 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
17 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
18 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
19 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

20 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
21 written consent of all the parties without, in any way, affecting the remainder.

22 7. NON-ASSIGNMENT: Neither party shall assign, transfer, or sub-contract this Agreement
23 nor their rights or duties under this Agreement without the prior written consent of the other party.

24 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
25 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
26 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
27 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
28 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including

1 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
2 or corporation who may be injured or damaged by the performance, or failure to perform, of
3 CONTRACTOR, its officers, agents, or employees under this Agreement.

4 The provisions of this Section 8 shall survive termination of this Agreement.

5 9. INSURANCE

6 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
7 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
8 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
9 Joint Powers Agreement (JPA) throughout the term of the Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than Two Million Dollars
12 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
13 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
14 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
15 liability or any other liability insurance deemed necessary because of the nature of this contract.

16 B. Automobile Liability

17 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
18 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
19 used in connection with this Agreement.

20 C. Professional Liability

21 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
22 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
23 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

24 D. Worker's Compensation

25 A policy of Worker's Compensation insurance as may be required by the California Labor
26 Code.

27 E. Molestation

28 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
2 issued on a per occurrence basis.

3 Additional Requirements Relating to Insurance

4 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
5 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
6 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
7 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
8 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
9 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
10 a minimum of thirty (30) days advance written notice given to COUNTY.

11 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
12 employees any amounts paid by the policy of worker's compensation insurance required by this
13 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
14 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
15 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

16 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
17 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
18 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
19 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
20 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
21 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
22 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
23 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
24 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
25 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
26 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
27 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
28 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed

1 without a minimum of thirty (30) days advance, written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
3 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
4 Agreement upon the occurrence of such event.

5 All policies shall be issued by admitted insurers licensed to do business in the State of California,
6 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
7 FSC VII or better.

8 10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
9 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
10 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
11 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
12 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

13 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
14 the examination and audit of the California State Auditor for a period of three (3) years after final payment
15 under contract (Government Code Section 8546.7).

16 11. NOTICES: The persons and their addresses having authority to give and receive notices
17 under this Agreement include the following:

18 COUNTY
19 COUNTY OF FRESNO
20 County Administrative Office
2281 Tulare Street, Room 304
Fresno, CA 93721

CONTRACTOR
Poverello House
421 F. Street
Fresno, CA 93706-3409

21 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
22 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
23 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
24 personal service is effective upon service to the recipient. A notice delivered by first-class United States
25 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
26 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
27 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
28 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by

1 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
2 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
3 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
4 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
6 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
7 beginning with section 810).

8 12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
9 only be in Fresno County, California.

10 The rights and obligations of the parties and all interpretation and performance of this Agreement
11 shall be governed in all respects by the laws of the State of California.

12 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

13 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
14 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
15 to operate as a corporation.

16 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
17 that they are a party to while CONTRACTOR is providing goods or performing services under this
18 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
19 and in which one or more of its directors has a material financial interest. Members of the Board of
20 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
21 a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by
22 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
23 immediately thereafter.

24 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
25 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
26 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
27 understanding of any nature whatsoever unless expressly included in this Agreement.

28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 _____
6 (Authorized Signature)

7 Gen Avila, CEO Pavallo House
8 Print Name & Title

9 412 F. Street

10 Fresno, CA 93706
11 Mailing Address

COUNTY OF FRESNO

Nathan Magcig, Chairman of the Board of
Supervisors of the County of Fresno

12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: Susan Bishop
17 Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 Fund: 0271

20 Subclass: 13020

21 ORG: 3438

22 Account: 7295
23
24
25
26
27
28

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 19-055

RECIDIVISM REDUCTION SERVICES

Issue Date: March 14, 2019

Closing Date: APRIL 11, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Audrey Betz** at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.
Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

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OVERVIEW

The County of Fresno on behalf of the County Administrative Office is requesting proposals from qualified vendors to provide recidivism reduction services for adult male offenders, including, but not limited to homelessness prevention and reentry services. Funding for these activities will be provided by the Local Innovation Subaccount.

Pursuant to Government Code Section 30029.07 (b), beginning in FY 2015-16, each county treasurer shall create a Local Innovation Subaccount and transfer 10 percent from the monies received during a fiscal year from each of the following state accounts:

1. The Trial Court Security Growth Special Account;
2. The Community Corrections Growth Special Account;
3. The District Attorney and Public Defender Growth Special Account; and
4. The Juvenile Justice Growth Special Account.

The County of Fresno has established the following guidelines for the Request for Proposal (RFP) to meet the needs in Fresno County within the statutory requirements of the Local Innovation Subaccount. Proposed projects must be designed to enable persons 21 years and older to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. The following programs/services are provided as examples of eligible services:

- Housing;
- Drug and alcohol abuse rehabilitation;
- Self-help groups;
- Individual or group assistance with basic life skills;
- Mentoring programs;
- Academic and educational services;
- Job training skills and employment; and
- Literacy programs.

The successful bidder may use funding to create, or expand upon an existing service such as those listed above. In addition, programs should include a component to removing barriers to gaining employment to include, but not limited to referrals to Driving Under the Influence (DUI), Domestic Violence (DV), and parenting programs. One bidder will be selected for an anticipated maximum agreement term of three years from July 1, 2019 through June 30, 2022.

Available Funding

This is a one-time funding opportunity that is not intended to fund ongoing expenditures. There is a total of approximately \$150,000 in funding available for a term of three years based on the satisfactory performance of the vendor.

KEY DATES

RFP Issue Date: **March 14, 2019**

Written Questions for RFP Due: **March 22, 2019 at 12:00 PM**
Questions must be submitted on the Bid Page.

RFP Closing Date: **April 11, 2019 at 2:00 PM**
Proposals must be electronically submitted on the Bid Page.

GENERAL REQUIREMENTS & CONDITIONS

TERM: It is County's intent to contract with the successful bidder for a term of three years with no option to renew.

The County reserves the right to terminate any resulting contract upon written notice.

AWARD: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

PARTICIPATION: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

CONFIDENTIALITY: Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

DISCLOSURE: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

TIE BIDS: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS & RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

PAYMENT: County will make partial payments for all purchases made under the contract and accumulated during the month. Terms of payment will be net forty-five (45) days.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

LICENSES AND CERTIFICATIONS: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

PUBLIC CONTRACT CODE SECTION 7028.15: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Samantha Buck, 2281 Tulare Ave Rm 304, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact **Audrey Betz** at (559) 600-7113. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

SCOPE OF WORK

The County of Fresno on behalf of the County Administrative Office is requesting proposals from qualified vendors to provide recidivism services as follows:

To be eligible to bid on this RFP, the vendor must be a nongovernmental entity that has provided community recidivism and crime reduction services to the target population for at least five years in Fresno County. The County of Fresno will select a single vendor for this service.

Target Service Population

The target population for these services include adult male offenders in Fresno County who have been released from the state prison or county jail and may include individuals under the supervision of probation or parole.

For the purpose of this RFP, the definition of “adult male” includes males age 21 and older.

Eligible Activities

The successful bidder shall provide services that are designed to enable a person to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services shall include housing, case management, and may include all of the following:

- A. Self-help groups.
- B. Individual or group assistance with basic life skills.
- C. Mentoring programs.
- D. Academic and educational services, including, but not limited to, services to enable the recipient to earn his high school diploma.
- E. Job training skills and employment. These services shall include removal of barriers to obtaining employment not limited to referrals to DUI, Domestic Violence, and parenting programs.
- F. Literacy programs.
- G. Individual or group assistance with referrals for any of the following:
 - 1. Mental and physical health assessments
 - 2. Counseling services
 - 3. Education and vocational programs
 - 4. Employment opportunities
 - 5. Alcohol and drug treatment, health, wellness, fitness, and nutrition programs and services
 - 6. Personal finance and consumer skills programs and services
 - 7. Other personal growth and development programs to reduce recidivism

Funding Priorities

Priority will be given to proposals that target current gaps in available services and/or hard to reach populations including, but not limited to:

- A. Proposals focused on individuals involved or at risk of being involved in gang activities.
- B. Proposals focused on alcohol and drug abuse treatment.
- C. Proposals focused on job training and employment to include reducing barriers to obtaining employment.
- D. Proposals focused on development of individual case plans for participants.

Eligible Proposal Expenditures

The information outlined below applies to the applicant's expenditures and subsequent reimbursement of funds.

- A. Salaries and Benefits: The salaries and benefits of the applicant's employees that are directly involved in the proposal's activities.
- B. Services and Supplies: Services and supplies necessary for the operation of the proposal's activities (e.g. lease payment for office space, office supplies, educational materials) and items or services provided to participants as part of the proposed program/services (e.g. basic necessities such as food, clothing, shelter/housing, transportation, and related expenditures).
- C. Other Costs: Applicants proposing other costs shall provide detail justifying the inclusion of the other proposed costs.
- D. Indirect Costs: Includes operational overhead and administrative costs. Funds dedicated to this line item may not exceed 5% of the award.

Note: Funds will be remitted on a reimbursement basis after submission of required monthly activity reports as outlined in the next section and Exhibit A.

Reporting and Performance Requirements

The vendor will be required to report project activities that include collecting and submitting client and activity data to the Fresno County Administrative Office. Data elements that must be collected and reported include, but are not limited to:

- A. Outreach data, including the number of individuals contacted to enroll in services proposed.
- B. Enrollment number and demographic information including participants name, race, employment status, substance abuse, criminal history including gang activity, recent released from jail and/or prison, probation or parole supervision or recently discharged from probation or parole supervision, at risk of becoming involved in criminal activities, and ex-offenders with children.
- C. Participant needs assessment and program/service plans completed.
- D. Participant program/service participation (including services provided to each participant during the reporting period).
- E. Participant referrals to other agencies and/or services (including the number of referrals and types of service referral).
- F. Participants leaving the program/services and the reason, including:
 - 1. Voluntary – participant initiated.
 - 2. Non-Compliance – vendor initiated (report reason).
 - 3. Arrest, return to custody, criminal filing, violation of supervision, or other criminal justice system intervention (identify reason).
 - 4. Program/service completion.
 - 5. Referral to another program, service or other outcome (report other outcome).
- G. Probation/Parole Supervision – participant's compliance reporting pursuant to the requirements of the Fresno County Probation Department.

The vendor will submit activity data elements in a monthly activity report by the 15th of each month in the format provided in Exhibit A for each month of the agreement term. The vendor will be paid following the submission of the activity report and if their performance is to the County's satisfaction. It should be noted, payment will be made in accordance with the County standard payment timeline of a minimum of forty-five days after receipt of invoice and complete report.

Other Requirements and Expectations for Vendor

Applicants shall be legally authorized to conduct business as a nonprofit in the State of California and have established administrative and program/service resources in Fresno County.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder's proposal shall in addition to the Proposal content requirements, include a response to the following additional information listed below provide in a numbered list format:

A. Project Narrative (10 page limit; Arial italicize, 11 point)

The numbered list below includes questions that provide the agency's experience and ability to provide community recidivism and crime reduction services. Answers to these questions shall apply to the target population identified earlier in the Scope of Work.

1. **Applicant's Experience Working Within Fresno County's Criminal Justice System.**
Applicant must demonstrate their ability to collaborate with other criminal justice, education and human service agencies, and other service providers in the community;
2. **Applicant's Experience in Development and Implementation of Successful Program(s) Involving Adult Male Criminal Offenders in Fresno County.** Applicant must include a summary of relevant prior experience in providing services similar to those proposed.
3. **Provide Detail of Target Population.**
 - a. Describe the target population, specifying eligibility and exclusionary criteria, including, but not limited to age, gender, offense history, health issues, type of need that will be addressed, etc.
 - b. Additionally, identify the total number of participants to be served per year (minimum of 20 per year).
 - c. Describe the area to be served. If the program/service will operate only in specific areas of the County, be specific as to where.
 - d. Discuss how this service will complement and not compete with other programs/services currently operating in the area served.
4. **Describe the Program/Service Model.** Is the program evidence-based? Include the short and long term goals, length of the program/service, hours per week, etc.
5. **Describe the Services to Be Provided.** Include how these services will reduce recidivism and victimization. (Note: For the purpose of the RFP adult recidivism is defined as a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.)
6. **Program/Service Goals.** Provide participation outcomes and describe how they will benefit the participants, their families and community (refer to Reporting and Performance Requirements).
7. **Participant Needs Assessment.** Provide the assessment or evaluative tools and/or methodology to be utilized in proposed programs/services.
8. **Cost-effectiveness.** State how will the program/service model will reduce costs otherwise incurred by the criminal justice system?
9. **Service referral agencies.** Include collaborative agreements.
10. **Measure of Success.** What are the participants required to accomplish in order to successfully complete the program/service?
11. **Participant Termination Due to Non-compliance.** Under what condition may a participant be subject to involuntary termination from the program/service? How will the vendor handle non-compliance with the terms of participation?
12. **Participants Under Probation Supervision.** For participants referred by or under the supervision of Probation, how will the vendor communicate with Probation on case activity, program/service completion, non-compliance, and termination?

13. **Participant Transition.** How will those that complete the program/service be transitioned to other services or supports if needed?

B. Additional Vendor Company Data

1. Provide a statement of the agency code of staff conduct which reflects the ethical considerations required of all staff, volunteers and interns.
2. Provide a statement of the agency policy regarding criminal history requirement of staff, volunteer and interns.
3. Is the agency subject to the responsibilities required by California Penal Code Article 2.5, Child Abuse and Neglect Reporting Act? If so, provide copies of the agency policies, procedures and reporting forms.

COST PROPOSAL

Proposal Budget Line Item Totals

Please fill out the following summary table for the proposal's planned budget. In-kind match of grant funds requested is optional. Applicants must provide sufficient detail/breakdown to explain how the requested funds outlined in the table below will be expended in each applicable line item. Amounts must be whole dollars.

LINE ITEM	LOCAL INNOVATION SUBACCOUNT FUNDS	IN-KIND MATCH (OPTIONAL)	TOTAL
1. Salaries – staff providing direct services			
2. Benefits – staff providing direct services			
3. Services and Supplies			
4. Other Costs			
5. Indirect Costs – not to exceed 5% of total			
TOTAL			

Proposal Budget Narrative (5 page limit: using Arial font, 11 point)

Describe how the Local Innovation Subaccount funds and in-kind match funds (optional) would be used to implement the project. If applicable, provide the source of the in-kind match funds. Provide sufficient detail to explain how all expenditures were estimated and calculated and how they are relevant to the completion of the proposed project.

1. **Salaries**

2. **Benefits**

3. **Services and Supplies**

4. **Other Costs**

5. **Indirect Costs**

AWARD CRITERIA

All proposals will be evaluated using the same criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

COST

- As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- The amount of demonstrated experience in providing the services desired in a California County.

MANAGEMENT PLAN

- Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."

BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

By marking "NO", bidder does not claim any confidentiality of any bid information submitted to the County.

YES NO

ACKNOWLEDGED AND AGREED BY BIDDER:

Signature Date

Print Name Title

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

*** Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (if applicable):

1. _____ Signed cover page of Request for Proposal (RFP).
2. _____ Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. _____ Signed cover page of each Addendum.
4. _____ Provide a Conflict of Interest Statement.
5. _____ Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. _____ Signed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ Signed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Indicate all of bidder exceptions to the County’s requirements, conditions and specifications as stated within this RFP.
10. _____ Bidder’s proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

Return Checklist with your RFP response

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 19-055

RECIDIVISM REDUCTION SERVICES

Issue Date: March 14, 2019

Closing Date: APRIL 11, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Audrey Betz** at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.
Bid must be signed and dated by an authorized officer or employee.

Poverello House

COMPANY

Sara Mirhadi

CONTACT PERSON

412 F. Street

ADDRESS

Fresno

CITY

CA

STATE

93706

ZIP CODE

(559)498-6988

TELEPHONE NUMBER

mirhadi@poverellohouse.org

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Sara Mirhadi

PRINT NAME

Chief Programs Officer

TITLE



*Enriching the lives and spirits
of all who pass our way*

April 8, 2019

County of Fresno
Recidivism Reduction Services

Request for Proposal RFP # 19-055

Dear County of Fresno:

Since 1973, Poverello House has provided services to the homeless living in Fresno County. In the early 1990's the Men's Resident Rehabilitation Program was established at Poverello House to address the needs of men suffering from drug and alcohol abuse. Sara Mirhadi is authorized to make representations for the bidder. Below is the following requested information for the RFP:

- Poverello House is a registered 501(c)3 (Non Profit) Tax ID # 77-000-7985
- Poverello House is located at 412 F. Street, Fresno CA 93706
- Contact Person: Sara Mirhadi, Chief Programs Officer
(559) 498-6988 Ext 110
(559) 960-4429 (Cell Phone)
(559) 485-6548 (Fax Number)
412 F. Street, Fresno Ca 93706 (Office Location)

Thank you for giving us the opportunity to apply for grant funding for the Recidivism Reduction Services. We continue to look forward in working with the County of Fresno.

Regards,

Cruz Avila
CEO Poverello House

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Conflict of Interest Statement

At this time, Poverello House does not believe that there would be any conflict of interest between Poverello House and County activities. If there is to be any potential conflict of interest, Poverello House will immediately contact the County through telephone and letter. Poverello House will comply with all federal, state and local conflict of interest laws, statutes and regulations.



Sara Mirhadi
Chief Programs Officer

TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."


BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

By marking "NO", bidder does not claim any confidentiality of any bid information submitted to the County.

YES NO

ACKNOWLEDGED AND AGREED BY BIDDER:

 _____
Signature Date

Sara Mirhadi _____
Print Name Title

Chief Programs Officer

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____



Sara Mirhadi / Chief Programs Officer
(Printed Name & Title)

Date: _____

3/29/2019

Poverello House
(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: **Poverello House**

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: **Fresno County Probation** Contact: **David Jimenez**
Address: **2048 N. Fine**
City: **Fresno** State: **CA** Zip: **93727**
Phone No.: (**559**) **600-1279** Project Date: **2012 to Current**
Service Provided: **Residential Treatment ,Transitional Services**

Reference Name: **Fresno County Public Defender** Contact: **Cindy Orozco-Avalos**
Address: **2220 Tulare Street ste. 300**
City: **Fresno** State: **CA** Zip: **93721**
Phone No.: (**559**) **600-9936** Project Date: **2018 to Current**
Service Provided: **Referral Source for criminal justice system clients**

Reference Name: **Central California Recovery** Contact: **Debbie Harkness**
Address: **1204 W. Shaw #102**
City: **Fresno** State: **CA** Zip: **93711**
Phone No.: (**559**) **273-2942** Project Date: **2012 to current**
Service Provided: **Residential treatment for referred clients,**
referral source for outpatients treatment

Reference Name: **Consultation Services** Contact: **Kathy Grinstead**
Address: **4486 E. Donner**
City: **Fresno** State: **CA** Zip: **93726**
Phone No.: (**559**) **970-8180** Project Date: **1997 to Current**
Service Provided: **Residential Treatment for clients**

Reference Name: **Alternative Sentencing Choices** Contact: **Evie Machado**
Address: **P.O.Box 63**
City: **Fresno** State: **CA** Zip: **93707**
Phone No.: (**559**) **824-5671** Project Date: **2005 to current**
Service Provided: **Residential Treatment for Clients**

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: **Poverello House**

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: **Charles McCall** Contact: _____
Address: **5352 N. 6th, St. #D**
City: **Fresno** State: **CA** Zip: **93710**
Phone No.: (**559**) **801-6729** Project Date: **2017 to present**
Service Provided: **Residential Treatment, Transitional Services**

Reference Name: **Michael Rego** Contact: _____
Address: **4184 N. Valentine**
City: **Fresno** State: **CA** Zip: **93722**
Phone No.: (_____) _____ Project Date: **2018 to present**
Service Provided: **Residential Treatment, Transitional Services**

Reference Name: **PHillip Irwin** Contact: _____
Address: **2221 E. Swift**
City: **Fresno** State: **CA** Zip: **93726**
Phone No.: (_____) _____ Project Date: **2016 to Present**
Service Provided: **REsidential Treatment, Transitional Services**

Reference Name: **New Beginnings Fellowship** Contact: **William Nicolay**
Address: **826 S. First St.**
City: **Dinuba** State: **CA** Zip: **93618**
Phone No.: (**559**) **978-1700** Project Date: **2013 to Present**
Service Provided: **Food Distributions prepared by program participants vounteer hours by program participants**

Reference Name: **Pearl Box ministries** Contact: **Birdalla Tucker**
Address: **386 E. Stanley Ave.**
City: **Reedley** State: **CA** Zip: **93654**
Phone No.: (**559**) **978-1700** Project Date: **2013 to current**
Service Provided: **Food distributions prepared by program participants**

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

EIS-CONSULTATION SERVICES FOR THE CRIMINAL JUSTICE SYSTEM

Kathy Grinstead, M.A.
559-970-8180
E mail: eis100@vahoo.com

March 22, 2019

To whom it may concern:

RE: Proposed grant funding-submission by Poverello House

As a Rehabilitation Consultant in the Fresno area, I work closely with subject's in need of recovery services and life skill support. I am aware that Poverello House has been very successful in serving at risk populations with aspects of life restoration in recovery, not always recognized or available in later phases of recovery.

Re-entry support is very crucial for community assimilation. Through Poverello, a sincere and motivated person can find assistance with fees subject to DUI, domestic violence educational classes, and fees for obtaining a driver's license. Poverello performs and provides transportation to and from work as well as appointments necessary for the wellbeing of the subject, and assists in obtaining social security cards and Medi-CAL if applicable. Transitional living, after program completion is at no cost to the subject and employment and educational directions are encouraged. Poverello provides, tools, clothing and school related supplies and expenses for subject's making life-style changes and accepting their own self-accountability in their recovery.

I fully support Poverello's directions in serving and helping the at risk populations of addiction and alcoholism. I support all options available to the Poverello House in order for them to continue providing much needed services for successful community re-entry in recovery.

Kathy Grinstead, M.A.
Rehabilitation Consultant
559-970-8180/eis100@vahoo.com

ALTERNATIVE SENTENCING CHOICES

Date: 3-27-2019

To Whom It May Concern:

I am a Rehabilitation Specialist that has been working with the Program Director from the Poverello House; David Knoy for approximately 10 years.

The Poverello House provides a much needed service for our community. Poverello House is a small rehabilitation program that has very strict supervision. The Poverello House provides a 6 or 12-month drug and alcohol rehabilitation residential program with mandatory 6 months after care. Poverello House provides parenting, anger and stress management classes, substance abuse education, life changing skills, daily AA/NA meetings, etc.

Poverello House pays for the 52-week domestic violence classes that are court order to the clients.

Poverello House pays for Identification Cards and California Driver License for the clients.

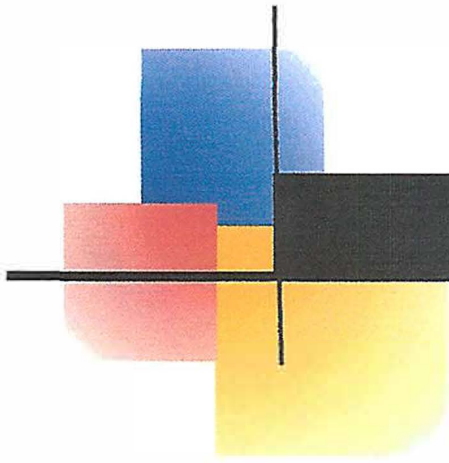
Poverello House provides employment services. Poverello House also provides transportation to and from the jobs. Poverello House provides off campus housing for clients that have employment

Poverello House rehabilitation program provides a significant service that our community greatly appreciates.

Sincerely,

Ms. Evie Machado

Alternative Sentencing Choices



NEW BEGINNINGS CHRISTIAN CENTER

**826 S. First Ave
Dinuba, CA 93618
Phone: 559-591-3402**

Date: March 25th, 2019

Character Reference Letter for Poverello House.

Poverello House has been a blessing to our little church here in Dinuba, CA. We serve many low income and single parent families so supplies are always needed and donations are always appreciated. In addition, their drug and alcohol programs are a welcome resource to members of our community. Our church has helped mentor graduates and assisted them with helping clients fulfil community service hours. Poverello House has a great program to assist victims of domestic violence and provide for transitional housing support.

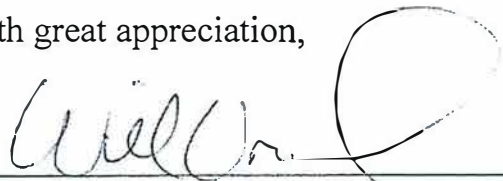
Thanks to the heart of the ministry at Poverello House, we have been able to bless multiple families with much needed resources.

In addition to all of this, Poverello House has been a blessing to our local crisis pregnancy center that is helping to provide much needed support to teen parents in our community as well.

Working with the staff and volunteers at Poverello House is a true joy. They truly have a passion to help the addicted, the hurting and the disadvantaged.

If you would like to contact me, my cell phone #: 559-978-1700

With great appreciation,



Pastor William (Bill) Nicolay
New Beginnings Christian Center

Together We Can Make A Difference

To: County of Fresno

I am writing this letter to explain just how much the poverello house has done for me. I just recently completed the inpatient drug program. I was in the county jail for a drug possession charge. My life at that time had hit it's lowest point ever. I was recently divorced I had no job, i had no home, I didn't even have a vehicle anymore. That is why I sought out the poverello house and thank God they accepted me. The 6 month inpatient part of the program was exactly what I needed at that point in my life. Not only did it give me a place to stay and food to eat and clothing to wear, but it also gave me the structure and work ethic that I desperately needed back in my life. After the six month program I was ready to get to work, but still had no place to live. Thankfully the poverello offered a sober living home for me to live in while I work and save money to get back on my feet. I could not have made it without such an opportunity as that, what a blessing it was for me. Because of the poverello I was able to save money, pay off all of my debts and upon my departure from the sober living home I was able to buy a house, I have been so blessed by the poverello. I never would have been able to do this on my own. I hate to think of where I would be today, if i didn't have the poverello house in my life. Because of the POV i got my life back, now don't get me wrong they did not just hand these things to me. I had to work and stay structured in order to accomplish what i did. But the poverello gave me the much needed opportunity and resources needed to get my life back. They helped me get my driver's license, car insurance, a vehicle, a job and as I stated before they gave me opportunity. Today I have a wonderful job and a beautiful home and my life is fantastic and I owe it all to the poverello house. There is no program in the world like this one, none even compare. The poverello house saved my life.

Sincerely,
Philip Irwin



CHARLES N. MCCALL

5352 N. 6th Street, Apt. D, Fresno CA 93710 | 559-801-6729 | lubyrocks559@gmail.com

3/25/2019

To Whom It May Concern:

My name is Charles McCall, and I'd like to tell you a little bit about my experience living in the Pico House as I transitioned from the Poverello men's rehabilitation program into independently supporting myself. I arrived there after having completed my 6 month inpatient program at the main residence facility. I entered the program after my addiction to methamphetamine, along with some poor choices landed me homeless on the streets of Fresno. The program was an opportunity to learn and hone the good behaviors I lacked and practice them in the daily work environment of the Poverello House operation. After that initial 6 month inpatient portion I found myself a job doing customer service and tech support for a major cellular phone provider. Not having any savings or transportation, the Pico house provided me with transportation to and from work, clothing appropriate to the business casual attire required for my job and all room and board. I was required to breathalyze a minimum of twice a day and submit to random urinalysis. Additionally, one of my two weekly days off had to be spent in service at the Poverello House doing various volunteer duties.

One very important opportunity that the Pico program afforded me was financial. One of the rules there is that you must hand the program director your job income, minus a \$50 a week allowance. He would then deposit that money in an account to be saved for the day when you were ready to get out on your own. It also allowed me to purchase a car after about two months of working. In addition, building and repairing my credit was a goal that I had. With the money I earned I was able to pay off all of my old debts and am proud to now hold a FICO score above 700. I reached the point in December of 2018 where I was ready to wish my brothers well and get out on my own. I have no surviving family in Fresno so this was to be a solo venture entirely. When I left I had managed to buy a car, pay off several thousand dollars in debts and save an additional \$6,000 to get started with. I'm happy to tell you that I am doing great in my new life. My apartment home is cozy and drug free and I am in a leadership position at work. I still spend about 5 hours every Friday volunteering at the Poverello House, fellowshipping with the men who are there now and reminding myself how grateful I am for the optimism and joy of life that I am now blessed with.

Sincerely,

Charles N. McCall

PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

*** Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.


(Authorized Signature)

Chief Programs Officer

Title

X. Vendor Company Data

A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service project

Poverello House was founded in 1973 by Mike "Papa Mike" McGarvin. When Papa Mike started his work in Fresno he quickly realized that the homeless population was often plagued with substance abuse issues. Drug and alcohol abuse seem to continue the cycle of homelessness, crime and broken families. Since the early 1990's Poverello House has operated the Men's Resident Substance Abuse Rehabilitation Program. The Men's Resident Program is a six month to a year work therapy program followed by six months of aftercare. The Men's Resident Program is located on Poverello House campus and the program participants perform the majority of the essential duties that keep Poverello in operation. These duties include cooking the daily meals, providing security for clients, volunteers and staff and keeping the environment clean

In 2013, the Men's Rehab program implemented an aftercare program which is required in order to receive a successful program completion. The Aftercare program was meant to be follow-up to residential treatment. Once the program residents completed residential treatment, they would return home and begin the aftercare portion of the program. The Aftercare program has the following requirements:

- *Attend one 2-hour meeting each week*
- *Attend three 12-step meetings a week*
- *Maintain a relationship with a sponsor*
- *Volunteer a total of 96 hours over a 6 month period*
- *Submit to random U/A and alcohol testing*
- *Maintain Sobriety*
- *Remain compliant with all laws*

As the program continued to grow there appeared to be common barriers that led participants to relapse when they left the program. These barriers are listed below:

- *They did not have a safe (recovery conducive) home.*
- *They did not have transportation*
- *They had a difficult time attaining employment*
- *They had court ordered (DUI/DV) classes that they could not afford*
- *It became apparent that many of them needed continued assistance and direction*

With the development and implementation of the Work-Out program (which will be fully discussed in the grant narrative), the program residents now have the option to enter the Work-Out program and stay in free transitional housing while completing their aftercare or if they have safe housing and family resources available to them they can return home.

In March 18, 2019 a poll was taken of individuals participating in our residential substance abuse facility:

- *74% did not have a Valid Driver's License when they arrived,*
- *44% stated that they did not have a safe place to stay following residential treatment,*
- *89% stated that they did not have the ability to find employment to meet their financial needs,*
- *44% stated that they needed to attend DUI classes,*
- *19% stated that they needed to attend DV classes.*

In 2015, Poverello House received grant funding from Fresno County for "Recidivism" reduction services. This grant provided funding for a part-time case manager and funding for DMV classes, DUI classes, transportation and job and educational needs. To date the grant has assisted 176 participants in the Men's Rehabilitation Program.

B. Description of any similar or related contract in which the bidder has provided services

- *County of Fresno Community Recidivism Grant: July 2015 to June 30, 2018: this grant providing funding for a part-time case manager and funding for mandatory DMV, DUI, Domestic Violence classes and funding for educational and job needs. The grant has assisted over 170 residents participating in the program*

C. Description of the qualifications of the individuals providing services

Ronald D. Knoy has over 14 years' experience in the substance abuse. He has an Associate's Degree in Drug and Alcohol Counseling and a Bachelor's of Science in Human Services. He has been the Program Director of Rehabilitation Services since 2012. He has maintained an excellent working relationship with the Probation, Parole and the Court System. As Program Director, he oversees the assessments, intake, discharge, individual, and group counseling within the program. He also has experience in creating and implementing case plan for the participants in the program,

Dwayne Wilson, Case Manager, has over 17 years' experience in the substance abuse field. He has an Associated Science Degree in Counseling and Bachelor of Arts degree in business Management. He has experience in facilitating group and individual sessions and developing and implementing treatment plans. He will provide support for residents in the participating in the program and in aftercare.

D. Any materials including letter of support indicative of the bidder's capacity

- *Please see grant application*

E. A brief description of the bidder's current operations and ability to provide services:

Since 1973, the Poverello House has been providing services to the homeless and anyone in need for the Fresno Community. The services provided include the following: three meals a day, 365 days a year, temporary overnight shelter to men and women, and basic services such as laundry and showers. The Poverello House also has a Men's Resident Program that is a 6 month to one-year drug and alcohol treatment program. The Poverello House also operates Naomi's House, which provides overnight shelter for single women over 18. The Poverello House also offers case management to clients who need referrals for housing, mental health counseling, and other supportive services. The Poverello House provides these services to anyone in need, no questions asked.

Poverello House has an annual budget of 2.9 million dollars and has a staff of 36 employees. Poverello House also has an internship program that has interns from Fresno City College, Fresno State, University of Pacific and University of Phoenix.

In 2015, the first MAP Point, funded by the City of Fresno opened at Poverello House. MAP Point is a multi-agency access site in which the homeless or any person is linked to mental health services, social services, and housing programs. In 2017, the Department of Behavioral Health funded MAP Point at Poverello House as well as additional sites in rural Fresno County. MAP Point is a collaborative grant with Centro La Familia, Poverello House with Kings View as the lead agency. MAP Point sites include locations at Poverello House, Cento La Familia, Selma, Huron Parlier, and Sanger.

Over 25 years the Poverello House Resident Program has evolved into its current state. In the early years of our program, men who were homeless and often addicted to alcohol or drugs came to the Poverello House in an effort to gain sobriety and found that by helping others, they were actually helping themselves to overcome their problems. In its current form the Poverello House Resident Program houses 28 men for a minimum 6-month program. All program participants participate in 66 hours of work therapy per week. In addition to the work requirements of the program, the participants must attend classes and 12 step meeting. Our curriculum is a mixture of Cognitive Behavioral Therapy, Moral Reconation Therapy and the 12 steps of NA/AA.

In 2013, the aftercare program was implemented to provide resources and support for men who had graduated the residential program. The aftercare program provides follow-up

Poverello House has shown a track record of creating and maintaining viable programs.

F. Copies of audited financial statements for the past three year. Will provide upon request

G. Describe all contracts that have been terminated before completion within the last five years:

- Not applicable*

H. Describe all lawsuits or legal actions that are currently pending

1. Location filed name of court and docket number: Court case filed in United States District Court, Eastern District of California. Case No. 1:18-CV00768 LJO-SAB

2. Several Naomi's House clients have filed a lawsuit because Naomi's House allowed a transgender person who identifies as a female into Naomi's House. Per HUD guidelines and Poverello House policy, if a person identifies as female, then they can access shelter at Naomi's House.

I. Not Applicable

Scope of Work

1. Applicant's Experience Working Within Fresno County's Criminal Justice System.

The Poverello house program has been in existence in its current form for the past 25 years. Since its inception, the Poverello House program has maintained a high percentage of clients from the criminal justice system. Our current Program Director has been in place since 2012 and has maintained an excellent work relationship with Probation, Parole and the Courts. Our Program Director offers the courts and law enforcement his personal cell phone number so that any concerns or questions can be addressed 24 hours a day, 7 days a week. In addition to our track record of cooperation with law enforcement, Poverello has worked closely with the Department of Children and Family Services to accommodate the needs of our participants whose children have been taken away as a result of their substance use or criminal activities. In a recent poll of our program residents, 77.8% have been in custody within the past 12 months. Since 2015, our program has assisted 175 program residents with some level of recidivism reduction funds in an effort to help them be successful in their recovery. With a waitlist that generally ranges from 1-2 months the Poverello House often comes across individuals who are seeking immediate treatment. For individuals who are seeking an immediate placement, Poverello staff has shown a willingness to refer an individual to other local programs such as Westcare, Salvation Army, or Rescue Mission.

In 2015, Multi-Agency Access Program started at Poverello House. This program started as a collaboration between the Fresno Housing Authority, Westcare, of California, Turning Point and the City of Fresno. The purpose of this program was to link homeless clients to housing programs and supportive services. In April 2016, Fresno County Department of Behavioral Health provided funding for Map Point and the program expanded throughout Fresno County. Map Point is a collaborative grant with Kings View and Centro La Familia. At Map Point at Poverello House has an average of 1,200 visits per month. In 2018, Map Point linked 321 clients to housing. 50% of these clients were linked to housing by using Diversion tactics.

2. Applicant's Experience in Development and Implementation of Successful Program(s) Involving Adult Male Criminal Offenders in Fresno County.

Over the past 25 years, the Poverello House Resident Program has evolved into its current state. We are a free, non-faith based program for men with histories of substance abuse and criminal thinking that are looking for a new way of living. In the early years of the program, men who were homeless and often addicted to alcohol or drugs came to the Poverello House in an effort to gain sobriety. They found that by helping others, they were actually helping themselves to overcome their problems. Poverello House Resident Program houses 28 men for a minimum 6-month program. All program participants participate in 66 hours of work therapy per week. In addition to the work requirements of the program, the participants must

attend substance abuse educational classes and 12 step meetings. The curriculum is a mixture of Cognitive Behavioral Therapy, Moral Reconation Therapy and the 12 steps of NA/AA.

On July 1, 2015, the Poverello house began the Work-Out program, which received funding through a grant from the Board of State and Community Corrections administered by Fresno County. The Work-Out program provides free transitional housing, counseling, employment readiness and job placement, transportation. It also includes payment of court ordered classes such as DUI and BIP among and assistance with DMV related issues.

Since 2015, recidivism grant funding have been used to meet the needs that we have discovered are common causes of relapse and recidivism amongst the men who have completed our residential facility such as:

- Lack of safe housing that is conducive to recovery*
- Inability to pay for court ordered classes (DV/DUI/Other)*
- No Driver's License*
- No transportation*
- Decreased contact with recovery related activities and peers*

The Case Manager begins to work with our program participants at the fourth month of treatment to prepare them for a voluntary Work-Out phase. In months 4 and 5 the Case Manager will be working with the participant to develop a resume and to establish the participant's strengths and weaknesses in the area of employment. Our Case Manager will also work to establish each participants individual needs I.E. Housing, employment, D.V. /D.U.I. classes, parenting classes, educational needs. At the completion of 6 months of traditional residential treatment, participants can volunteer to participate in the Work-Out program. The program will include a transfer to our transitional home for 6 months, free of cost with extensions available based on participation and availability. In addition to housing, our program staff will continue to work with the participants to seek, attain and maintain full time employment. The program will provide for the transportation needs of the participant while in the Work-Out Phase. The Poverello House has established relationships with several employers over the past 4 years that have shown a willingness to provide employment opportunities for our participants. All participants will be attending one or more of the classes that are mentioned in question nine below, paid for by the program through funding from the recidivism reduction grant. Proceeds from the participant's employment are held in a trust account by the program. The participants receive a weekly allowance of their own funds during the Work-Out Phase of the program. At the completion of the Work-Out phase of the program, the participant will meet with the program staff to discuss a budget for the remainder of their funds. Examples of appropriate expenditures in a participant's budget would be housing, fines/fees/debts and transportation. Since the program started not all clients need required all of the services provided by the grant. Some participants may just need help in acquiring an ID or Driver's license while others may require several classes, housing, transportation and employment placement.

Since 2015, we have had 70 participants participate in the full work out program and have been able to assist 175 participants in some form through the use of recidivism reduction grant funds.

3. Provide Detail of Target Population.

a. Describe the target population, specifying eligibility and exclusionary criteria, including, but not limited to age, gender, offense history, health issues, type of need that will be addressed, etc:

The Poverello House Program is a program for adult males over the age of 18. The participants must be able to fulfill some type of job assignment in a 66-hour work week. The program does allow "light duty" job assignments for individual with health or mobility impairments. The program will not accept participants who must register as a sex offender but does accept individuals with histories of violent offences on a case-by-case basis. The age range of our current resident population is 19-72 years old. The Poverello House Program is not staffed to be able to monitor medications therefore, we do not accept individuals who require the use of medication for a mental health diagnosis or require any type of narcotic medication. 77.8% of our current program residents report being incarcerated within the past year. Over the past seven years, the overwhelming majority of our resident population have been released to the Poverello House by Fresno County Jail as part of a plea agreement made in the Fresno County Courts

b. Additionally, identify the total number of participants to be served per year (minimum of 20 per year).

Our program will serve a minimum of 20 participants a year. In our prior recidivism reduction grant, we were able to outperform our expectations due to our realization that not all participants require all services. Some participants may just need help in acquiring an ID or Drivers license while others may require several classes, housing, transportation and employment placement.

Since July 1, 2015, 70 participants participate in the full work out program and have been able to assist 175 participants with their needs utilizing recidivism reduction grant funds. Over a four year period we received at total of \$134,751.00 from the County of Fresno Recidivism grant.

c. Describe the area to be served. If the program/service will operate only in specific areas of the County, be specific as to where.

Though the program will be operating from the Poverello Facility located at 412 Fst. Fresno Ca. 93706, the area served will extend to the rural communities throughout Fresno County. In a poll taken March 18, 2019, 44% of our program residents report having ties to rural communities such as Mendota, Caruthers, Orange Cove, Huron, Partier, Riverdale, San Joaquin, Coalinga, Sanger, Reedley, Selma, and Kingsburg.

d. Discuss how this service will complement and not compete with other programs/services currently operating in the area served.

The Poverello House is the only free non-faith based long term (6-months or greater) program in the area. This project will complement surrounding programs by showing the

importance of providing these services during and following residential treatment and how by removing some of these common barriers success rates can be improved. This will not be competing with other programs because the Poverello House is simply providing a greater level of follow through for participants that have already completed the residential portion of our program. Many of our residents express gratitude because they had not been able to find these services while in other Fresno County Programs.

4. Describe the Program/Service Model. Is the program evidence-based? Include the short and long term goals, length of the program/service, hours per week, etc.

The project that would be funded from the recidivism grant would include the following

- *We would continue to assist the participants of our Work-out program in the same manner that we have over the past 4 years. Funds would be used to assist residents in various stages of the program.*
- *For participants that were early in the residential phase, we would use funding to pay for an identification card at the DMV. Case Manager will also assist in acquiring Social Security Card, healthcare and birth certificate (if needed).*
- *Program participants that were in the mid to late stage of the residential program, we would assist in getting a Driver's License and the opportunity to begin to attend court ordered classes such as DUI and Domestic Violence. In the last 60 days of the residential phase, program participants will develop a resume and begin to seek employment.*
- *Following the completion of the residential phase, our program participants decide if they are transfer to aftercare and go home (providing that they have a safe home environment) or stay and participate in the Work-Out program. The program will continue to pay for court ordered classes with priority being given to those participants in the Work-Out program. Transportation to and from work and appointments will be provided by the program for Work-Out participants. The program has also assisted many aftercare participants with transportation needs.*
- *Using evidence based practices such as Cognitive Behavioral Therapy and Case Management, our participants will continue to work to maintain their recovery skills and address negative or criminal thinking by utilizing the Cognitive Behavioral Therapy and 12 step approaches learned in residential treatment.*
- *The program staff will continue to work with each participant on an individual level to discuss and establish the strengths and deficits of the participant. In addition, the Case manager will work to establish the learning styles, personality and motivations of each participant in order to develop the long and short-term goals.*
- **Short term** *goals of participants in the Work-Out Program will include:*
 1. *Establishing employment skills and identifying the participants discharge goals.*
 2. *Participants will begin to attend outside classes (if required), with court ordered classes being priority.*

3. *Case Manager will assist the resident in the development of his resume so that job search can begin.*
 4. *The participant will continue to maintain and expand upon the recovery skills developed in the residential phase of the program.*
 5. *The short term goals of the program would provide safe housing that is conducive to recovery while the participant attains gainful employment, attends court mandated classes and continues to work on self development.*
- *The **long term** goals of the participant will be to:*
 1. *have a job that he feels would be rewarding which will contribute to the longevity of employment*
 2. *be in a financial position to maintain his own residence*
 3. *reunify or restore family ties and to maintain his dedication to sobriety and a crime free lifestyle.*
 4. *The long term goal of this proposal would be sending clean, sober employed men back into society with the ability to meet their own financial needs as well as the needs of their families.*
 - *The Work-Out program would be a voluntary commitment of the participant which allows them to gain employment, begin to attend outside classes (D.V./D.U.I./Educational) and build a savings prior to leaving the security of the program.*
 - *6-month placement in a transitional living home free of cost for individuals who have completed the Poverello House 6 month residential program. Our residential program consists of a 66-hour work week in addition to required classes and meetings that are based on cognitive behavioral therapy, moral reconnection therapy and the 12 steps of NA/AA.*
 - *Case management services to assist with resume building, acquisition of employment, interviewing skills, assistance in signing up for outside classes (DV/DUI), assistance in dealing with child support (specifically COAP).
The case manager would meet with the participant prior to the completion of residential treatment to begin work on many of these areas.*
 - *All income earned from participant would be held in trust account and a budget form these funds would be agreed upon by participant and case manager*
 - *All participants will leave with 100% of the funds that they have earned. These funds can be used to pay housing cost, payment of fines/fee`s/debts and/or for the purchase of transportation.*
 - *All participants must participate in aftercare or Work-Out for a period of 6 months in order to receive their certificate of completion.*

5. Describe the Services to Be Provided.

The services provided are

- *Housing while in program*
- *Food*

- *Transportation*
- *Budgeting advice*
- *Case management*
- *Employment readiness and assistance*
- *Continued substance abuse counseling*
- *U/A testing and daily Breathalyzer*
- *Referrals and payment for outside classes (D.V./DUI/Other)*
- *Assistance in acquiring I.D., Driver's License, Social Security Card and healthcare)*
- *Map Point referrals for housing upon completion*

The approach will reduce recidivism in the following ways

- *With the participants completing 6 months of residential treatment before this Work-Out phase and a minimum of 6 months of aftercare or Work-Out phase, the participants will have completed a significant portion of the 3 year probation period which is customary for most of our participants. In the past 4 years, we have several participants take advantage of the free extensions of the Work-Out Program offered by the Poverello House. Since 2015, Poverello House has housed 70 participants in our transitional housing while they participated in the Work-Out Program.*
- *We recognize that with new drug medical guidelines, it may be difficult for a medical funded program to retain an individual in treatment for 12 -18 months. The Poverello House program places as much emphasis on addressing criminal thinking as we do recovery from substance use. By providing the safety and structure of the program for a longer period, we increase the chances of the participants' ability to maintain a clean, sober and crime free way of living.*
- *An individual who has acquired recovery skills, employment, housing and transportation is less likely to re-offend*
- *By attending court ordered classes while in the program, individuals are less likely to violate probation or parole for non-compliance of court orders to complete these classes.*
- *By attending the court ordered classes, the participant will have had an opportunity to learn the subjects covered in these classes and to apply this information to their own personal recovery plan.*
- *By establishing long-term relationships with other individuals in recovery, the participants have shown a history of utilizing the support of their peers and Program staff in difficult situations. Through this utilization of support, the participants have decreased their likelihood for relapse, thus reducing their likelihood of re-offending.*
- *Over the past several years, we have noticed an increase in individuals coming from the criminal justice system that are homeless upon their release*

from the institution. Without the stability and supportive services of the program, many of these individuals could quickly revert back to substance abuse and engage in illegal behaviors resulting in incarceration.

6. Program/Service Goals. Program Goals are listed below

- *We established an excellent record of accomplishment of assisting the participants in attaining and maintaining full time employment.*
 - A. This benefits participant by providing him the means to support himself, therefore not being a burden on family or society.*
 - B. This has proven to strengthen the participant's self-esteem and his ability to be self-supporting*
- *If possible, participants leave the program with a Drivers License. Over the past 4 years, the majority of our Work-Out participants have attained a valid California Driver's License. By possessing a valid driver's license, the participants have increased their ability to attain employment and increased their ability to get to/from employment, classes and appointments. Since 2015, Poverello House through the grant has funded 53 Driver's License for program participants.*
- *Participants if possible complete required classes such as (D.V./D.U.I./Parenting/Educational).*
 - A. By participating in classes while in the program, participants gained the knowledge from the classes while they are alleviated the financial burden of paying for the classes.*
 - B. By completing classes, the participant will not be subject to violating probation/parole for failing to comply with court order.*
 - C. By completing D.V./Parenting classes, the participant may be reunited with his family.*
 - D. By completing D.U.I. classes, participant will have increased his ability to attain a Driver's License.*
 - E. Referrals will be given to the Kings View for D.U.I. classes. Since 2015, the recidivism grant funded to 37 residents to attend DUI classes.*
 - F. Referrals will be given to the Marjaree Mason Center for D.V/BIP classes. Since 2015, the recidivism grant funded to 50 participants to attend DV/BIP classes*
 - G. Referrals will be given to Exceptional Parents Unlimited (LAP Program) for parenting*
- *Participants saved enough money to acquire housing.*
 - A. Through the acquisition of enough funds to pay for their own housing, the participant will not burden family members or society to cover the cost of their housing.*
 - B. The participants will not have to return to unsafe housing situations*
 - C. By having the ability to maintain their own household, the participants are less likely to rely on public assistance. While associated with the Poverello House residential and work-out programs, the participants do not receive food stamps or cash-aid.*

D. Over the past 4 years, 91.4% of the participants have attained full time employment during their time in the Work-Out phase of the program. The average participant will leave with full time employment, a licensed and insured vehicle and approximately \$6000.00 in savings.

- *We want our participants to have completed or be near completion of H.S. Diploma or G.E.D. (if needed to further career opportunities and desired by participant. GED is encouraged but not required)*

A. Through the acquisition of a H.S. Diploma/G.E.D., the participants will have increased their ability to attain gainful employment which in turn will increase their ability provide for their families

- *The participants will contact the Department of Child Support Services and begin to address child support issues. Many of the prior residents have begun to pay back child support while in the program. Program participants are encouraged to apply for the C.O.A.P. program if possible, which can allow for a reduction of arrears that are owed to the county.*

7. Participant Needs Assessment.

Participant needs will be established utilizing the following tools.

- **Treatment Plan**, which will allow us to establish areas of focus and to track participant's progress or lack of progress in those areas.
- **Addiction Severity Index (A.S.I.)** which is widely used throughout the industry to establish the participants needs, history and areas of focus (see attached copy of our current A.S.I. form)
- **Tools for Career Readiness, Exploration and Evaluation** worksheets (T.R.E.E.) from Stanford University, which is used to establish preferred work styles and environments. This tool is helpful in establishing the type of job that will best suit our program participants.

8. Cost-effectiveness.

The national average cost of a year to house an inmate is \$30,000.00 a year. The program benefits the community in the following ways:

- *The Program reduces cost to the County of Fresno by housing, monitoring and caring for the needs of a participant that would otherwise be in Fresno County jail. Poverello House staff will take on the task of the daily instruction and direction of the participants in the program*
- *A high percentage of individuals who complete residential treatment in Fresno County leave treatment without the basic tools for success such as (employment, housing, education). Though they may have developed recovery skills and the desire to change their lives, it is difficult to move forward in life without secure housing and employment. Because of these difficulties, many individuals revert to their previous lifestyle and eventually relapse and re-offend. Even individuals who maintain sobriety and lack the means to pay for court ordered classes risk re-incarceration for failure to*

comply with the court orders or violation of restraining orders. By working with program residents and helping them to acquire recovery skills and addressing criminal thinking the program increases the chances that the participants will remain compliant probation and out of custody.

- *The Poverello House will also offer the Work-Out program to individuals who have previously completed residential treatment with Poverello House and have found that they are prepared to enter back into society. By providing this option and addressing the problem early the participant is less likely to re-offend.*
- *Residents of the Poverello House Program are prohibited from collecting SNAP benefits (food stamps) or cash-aid while in the program. The program has resources in place to take care of the participants and therefore it would be inappropriate to collect county or state resources. This policy provides an added feature of cost effectiveness to our Work-Out program*

9. Service referral agencies. Include collaborative agreements.

The participants will be required to attend 1 or more of the following classes during their time in the Work-Out program in addition to maintaining employment and attending program required meetings and classes. Below is a list of agencies and referrals given to participants:

- *12 step meetings*
- *Penn Foster Diploma Completion Program at the Institute of Technology (informal agreement)*
- *Kings View, D.U.I. Classes (informal agreement)*
- *Marjaree Mason Center, Domestic Violence Classes (informal agreement)*
- *Exceptional Parents Unlimited, Lap program (informal agreement)*
- *Multi-Agency Access Point (Map Point)*
- *Other resources as they become available*

10. Measure of Success.

Requirements for successful completion of the Work-Out phase of the Program.

- *Maintain complete sobriety from drugs and alcohol while in the work out phase of the program.*
- *Seek and attain gainful employment*
- *Attend 1 or more of the above mentioned classes*
- *Comply with all program rules and regulations*
- *Must have completed 6 months of residential treatment in the Poverello House Program prior to entering the Work-Out or Aftercare phase.*
- *Remain compliant with Probation/Parole*
- *Continue to work with a sponsor on a regular basis*

11. Participant Termination Due to Non-compliance.

Program Participants may be terminated from the program for the following reasons

- *The use of alcohol or drugs would result of the participant being removed from the work-out phase of the program and being transfer back to the residential phase of the program or to the aftercare phase of the program. Relapse may result in a referral to Central California Recovery for Outpatient treatment. Failure to comply with these conditions can result in termination.*
- *Threats, intimidation of physical assault would result in termination of the program for our participants*
- *Committing a new crime could result in termination. Severity of the crime would be considered and program staff would work in conjunction with Probation/Parole to establish an appropriate response.*
- *Non-Compliance with the goals and objectives of the program. Non Compliance issues will first be dealt with in verbal counseling in an attempt to correct the action of the participant. Participants behaviors will be documented. Client May be terminated if he does not show a willingness to correct his behaviors while in the program.*
- *Engaging in behaviors that endanger the health of safety of self/others.*

12. Participants Under Probation Supervision.

Communication with the participants Probation/Parole officers will begin with a telephone call/voicemail from program staff about any significant event. In addition to telephonic communication, all Progress Reports, Termination letters and Status alerts will either be faxed or emailed to the probation department. All Probation officers are given the Program Directors cell phone number and informed that they should feel free to call at any time regarding program participants or program questions.

13. Participant Transition.

At the time of completion, if our participants are not ready to re-enter society on their own the Poverello house would offer extensions to the Work-Out program transitional home. In regards to assistance with the staples needed to maintain their own residence, the Poverello House does supply food, hygiene items and furnishings to individuals who have completed the program. Though a variety of circumstances or obstacles could present themselves for our program participants, the Poverello House is dedicated to working with the participant to overcome barriers to their recovery and success. The Poverello House program has shown a willingness to fast track alumni who have relapsed back into residential treatment. Many times, we are able to readmit the individual on the same day that they contact the program. When preparing to leave either the residential program or the Work-Out program, many of the participants utilize Map Point which is located on the Poverello House Campus. Map Point has been helpful in informing and linking residents with safe housing options upon completion of their stay with the Poverello House Program.

COST PROPOSAL

Proposal Budget Line Item Totals

Please fill out the following summary table for the proposal's planned budget. In-kind match of grant funds requested is optional. Applicants must provide sufficient detail/breakdown to explain how the requested funds outlined in the table below will be expended in each applicable line item. Amounts must be whole dollars.

LINE ITEM	LOCAL INNOVATION SUBACCOUNT FUNDS	IN-KIND MATCH (OPTIONAL)	TOTAL
1. Salaries – staff providing direct services (50% of total salary)	\$59,521.86	\$56,521.86	\$119,043.72
2. Benefits – staff providing direct services	\$11,916.53	11,916.53	\$23,833.05
3. Services and Supplies	\$71,952.95	\$208,056	\$280,009
4. Other Costs (workman's comp)	\$2,858.66	\$2,858.66	\$5,717.32
5. Indirect Costs – not to exceed 5% of total	\$3,750.00	\$3,750.00	\$7,500.00
TOTAL	\$150,000.00	\$283,103.05	\$436,103.09

Proposal Budget Narrative (5 page limit: using Arial font, 11 point)

Describe how the Local Innovation Subaccount funds and in-kind match funds (optional) would be used to implement the project. If applicable, provide the source of the in-kind match funds. Provide sufficient detail to explain how all expenditures were estimated and calculated and how they are relevant to the completion of the proposed project.

1. Salaries: 50% of the case management salary is covered by the grant. Salary includes wages + payroll taxes. Case Manager is responsible for conducting individual and group sessions with program participants, administering the addiction severity index survey (ASI), discuss and document treatment and program goals, transport program residents to work and outside appointments. They will also be responsible for implementing the Work Out program for eligible program participants. Additional duties included are establishing goals for the participants seeking gainful employment, ensuring participants attend court mandated classes, providing educational opportunities for participants.

2. Benefits: Benefits include 50% of health insurance, vision, dental, life insurance and retirement

3. Services and Supplies: This includes funding for classes such as Driving Under the Influence (DUI), Department of Motor Vehicle expenses. Domestic Violence Classes. It also includes any expenses associated the resident's education and employment needs.

4 .Other Costs: This includes 50% of the workman's compensation fees.

5. Indirect Costs: These costs include payroll fees, processing fees, audits, human resources, audit, and tax preparation costs.

In-Kind Match: The in-kind match includes 50% of the salary and benefits of the case manager, transportation costs associated with the program, housing and its utilities and the meals for the participants in the program.

36-Month Contract Period: 7/1/2019 - 6/31/2022				
Budget Category	YEAR 1	YEAR 2	YEAR 3	Total
Personnel				
Salaries - Staff providing direct services	\$19,840.62	\$19,840.62	\$19,840.62	\$59,521.86
Benefits - staff providing direct services	\$3,972.18	\$3,972.18	\$3,972.17	\$11,916.53
Subtotal	\$ 23,812.80	\$ 23,812.80	\$ 23,812.79	\$ 71,438.39
Services				
Services & Supplies	\$23,984.32	\$ 23,984.31	\$23,984.32	\$ 71,952.95
Other Cost	\$952.89	\$ 952.89	\$952.89	\$ 2,858.67
Subtotal	\$ 24,937.20	\$ 24,937.20	\$ 24,937.21	\$ 74,811.61
Indirect Costs (5% Maximum)				
Indirect Costs	\$1,250.00	\$1,250.00	\$1,250.00	\$ 3,750.00
Subtotal	\$1,250.00	\$ 1,250.00	\$1,250.00	\$ 3,750.00
Total	\$50,000.00	\$ 50,000.00	\$ 50,000.00	\$150,000.00

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following *(if applicable)*:

1. Signed cover page of Request for Proposal (RFP).
2. Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. Signed cover page of each Addendum.
4. Provide a Conflict of Interest Statement.
5. Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. Signed *Criminal History Disclosure Form* as provided with this RFP.
7. Signed *Participation Form* as provided with this RFP.
8. The completed *Reference List* as provided with this RFP.
9. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

Return Checklist with your RFP response

B. Additional Vendor Company Data

1. Provide a statement of the agency code of staff which reflects the ethical considerations required of all staff volunteers and interns

Poverello House requires that employees/agents uphold, promote and demand the highest standards of conduct. Accordingly, all employees/agents are to maintain the highest standards of personal integrity, honesty, ethics and fairness in carrying out their public duties. All employees/agents are expected to avoid any improprieties in their roles and never use their positions or powers for improper personal gain while adhering to legal, moral and professional standards of conduct in the fulfillment of their employment responsibilities.

2. Provide a statement of the agency policy regarding criminal history requirement of staff, volunteers and interns

Poverello House does not require applicants, staff, volunteers and interns to disclose information regarding criminal convictions.

3. Is the agency subject to the responsibilities required by California Penal Code.

Yes we are mandated reporter. Attached is the policies and procedures for reporting. Also included is the forms used to report abuse and/or neglect



CALIFORNIA MANDATED REPORTING EASY STEPS...

WHAT MUST BE REPORTED and HOW TO REPORT!

What Must be Reported:

Any of the below acts involving anyone under the age of 18:

- Physical Abuse
- Sexual Abuse
- Emotional Abuse
- Neglect

The mandated reporter must only have *reasonable suspicion* that a child has been mistreated; no evidence or proof is required prior to making a report.

The case will be further investigated by law enforcement and/or child welfare services.

How to Report:

By Phone: Immediately, or as soon as possible, make a telephone report to child welfare services and/or to a Police or Sheriff's department.

1. Child Welfare Services phone # (559) 600-6400
2. Police Department phone # (559) 621-7000
3. Sheriff's Department phone # (559) 600-3111

In Writing: Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report should be completed on a state form called the 8572, which can be downloaded at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf

Other information:

- Safeguards for Mandated Reporters:
 - The Child Abuse and Neglect Reporting Act (CANRA) states that the name of the mandated reporter is strictly confidential, although it is provided to investigative parties working on the case.
 - Under state law, mandated reporters cannot be held liable in civil or criminal court when reporting as required; however, under federal law mandated reporters only have immunity for reports made in good faith.
- Failure to report:
 - Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a \$1,000 fine.
- For the complete law and a list of mandated reporters refer to California Penal Codes 11164-11174.3.

This document and Mandated Reporting information can be found at
www.mandatedreporterca.com

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM SS 8572

All Penal Code (PC) references are located in Article 2.5 of the PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://www.leginfo.ca.gov/calaw.html> (specify "Penal Code" and search for Sections 11164-11174.3). A mandated reporter must complete and submit the form SS 8572 even if some of the requested information is not known. (PC Section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

- Mandated child abuse reporters include all those individuals and entities listed in PC Section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

- Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC Section 11165.9.)

III. REPORTING RESPONSIBILITIES

- Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC Section 11166(a).)
- No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC Section 11172(a).)

IV. INSTRUCTIONS

- **SECTION A - REPORTING PARTY:** Enter the mandated reporter's name, title, category (from PC Section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes-no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (Continued)

- **SECTION B - REPORT NOTIFICATION:** Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.
- **SECTION C - VICTIM (One Report per Victim):** Enter the victim's name, address, telephone number, birth date or approximate age, sex, ethnicity, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes-no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes-no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes-no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.
- **SECTION D - INVOLVED PARTIES:** Enter the requested information for: Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).
- **SECTION E - INCIDENT INFORMATION:** If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

- **Reporting Party:** After completing Form SS 8572, retain the yellow copy for your records and submit the top three copies to the designated agency.
- **Designated Agency:** *Within 36 hours* of receipt of Form SS 8572, send **white copy** to police or sheriff's department, **blue copy** to county welfare or probation department, and **green copy** to district attorney's office.

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

Print

SUSPECTED CHILD ABUSE REPORT

Reset Form

To Be Completed by **Mandated Child Abuse Reporters**
Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY					
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS		Street	City	Zip	DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE		TODAY'S DATE					
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY							
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)									
	ADDRESS		Street	City	Zip	DATE/TIME OF PHONE CALL				
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
	ADDRESS			Street	City	Zip	TELEPHONE ()			
	PRESENT LOCATION OF VICTIM			SCHOOL		CLASS	GRADE			
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER DISABILITY (SPECIFY)			PRIMARY LANGUAGE SPOKEN IN HOME				
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME			TYPE OF ABUSE (CHECK ONE OR MORE) <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)					
	RELATIONSHIP TO SUSPECT			PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK				
D. INVOLVED PARTIES	VICTIM'S SIBLINGS									
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME		BIRTHDATE	SEX	ETHNICITY
	1. _____		3. _____		2. _____		4. _____			
D. INVOLVED PARTIES	VICTIM'S PARENTS/GUARDIANS									
	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
	ADDRESS			Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()		
	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
D. INVOLVED PARTIES	SUSPECT									
	SUSPECT'S NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
	ADDRESS			Street	City	Zip	TELEPHONE ()			
	OTHER RELEVANT INFORMATION									
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____									
	DATE / TIME OF INCIDENT			PLACE OF INCIDENT						
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)									

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	