



May 22, 2023

Julie Schlitz
NE Department of Correctional Services
801 West Prospector Place, Building 1
Lincoln, NE 68509

RE: Western Alternative Corrections, Inc. response to Request for Qualification (RFQ 111765 Z6) for Transitional Living Services on Behalf of Board of Parole

Dear Ms. Schlitz,

On behalf of Western Alternative Corrections, Inc. please accept this response to Solicitation: RFQ 111765 Z6 to provide transitional living housing, including mental health programming, for parole clients. The proposed site is located at 101 S. Hastings Ave., Hastings, NE 68901.

Per the RFQ please find attached sections with the respective attachments:

- Request for Qualification for Contractual Services Form
- Form A – Proposal Point of Contact
- II. Terms and Conditions
- III. Contractor Duties
- IV. Payment
- V. Project Description and Scope of Work
- VI. Proposal
- Technical Approach

We appreciate the opportunity to submit our response to this RFQ. Please do not hesitate to contact me should you have questions or require additional information.

Respectfully Submitted,

A handwritten signature in black ink that reads 'Angela LaBouchardiere'.

Angela LaBouchardiere
Executive Director
Western Alternative Corrections, Inc.

Western Alternative Corrections, Inc.

• 101 S. Hastings Ave., Hastings, NE 68901 • 402-462-2001 • 402-463-6992 (fax) •
www.wacinc.net

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Request for Qualification for Contractual Services Form

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

By signing this Request for Qualification for Contractual Services form, the contractor guarantees

CONTRACTOR MUST COMPLETE THE FOLLOWING

compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

AL NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. “Nebraska Contractor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	Western Alternative Corrections, Inc.
COMPLETE ADDRESS:	101 S. Hastings Ave., Hastings, NE 68901
TELEPHONE NUMBER:	402-462-2001
FAX NUMBER:	402-462-2647
DATE:	11/18/2022
SIGNATURE:	<i>Angela LaBouchardiere</i>
TYPED NAME & TITLE OF SIGNER:	Angela LaBouchardiere, Executive Director

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Form A – Proposal Point of Contact

Form A
Contractor Proposal Point of Contact
Request for Qualification Number 111765 Z6

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Western Alternative Corrections, Inc.
Contractor Address:	101 S. Hastings Ave. Hastings, NE 68901
Contact Person & Title:	Angela LaBouchardiere, Executive Director
E-mail Address:	alabouchardiere@wacinc.net
Telephone Number (Office):	402-462-2001
Telephone Number (Cellular):	402-984-8667
Fax Number:	402-462-2647

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Western Alternative Corrections, Inc.
Contractor Address:	101 S. Hastings Ave. Hastings, NE 68901
Contact Person & Title:	Angela LaBouchardiere, Executive Director
E-mail Address:	alabouchardiere@wacinc.net
Telephone Number (Office):	402-462-2001
Telephone Number (Cellular):	402-984-8667
Fax Number:	402-462-2647

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

II. Terms and Conditions

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor’s commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Qualification and Addenda;
2. A Provider Term Agreement (if awarded);
3. Amendments to the solicitation;
4. Questions and Answers;
5. Contractor’s proposal (Solicitation and properly submitted documents);
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, unless otherwise specified in the respective amendment or addendum 2) executed Provider Term Agreement, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			Angela LaBouchardiere, Executive Director, will serve as the contract manager for Western Alternative Corrections, Inc. 101 S. Hastings Ave., Hastings, NE 68901 402-462-2001 (office); 402-984-8667 (cell) alabouchardiere@wacinc.net

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by

law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. **INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AZ			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. Contractor Duties

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AR			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights, or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			Western Alternative Corrections, Inc. utilizes the I-9 (Employment Eligibility Verification) form for each employee at the time of hire. This form is submitted to our PEO/HR company, QuestCo, for processing.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increases subsequent to the year of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AR			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.


I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AR			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the**

contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Department of Correctional Services
 Attn: Assistant Materiel Administrator
 Email: DCS.Purchasing@nebraska.gov

These certificates or the cover sheet shall reference the RFQ number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Qualification or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

O. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

P. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

R. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			Western Alternative Corrections, Inc. has a current Emergency Procedure Manual which references policy and procedure for emergency situations. An emergency relocation facility is identified within the policy in the event of a disaster. Copies of aforementioned manual can be made available upon request.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

S. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			Western Alternative Corrections, Inc. currently utilizes a comprehensive drug-free workplace policy which is reviewed upon hire and annually thereafter. Copies of this policy can be made available upon request.

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

T. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

**Attachment:
Certificate of Insurance**

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

IV. Payment

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices for payment shall be submitted on or before the 5th of the month following the services rendered.

Board of Parole, Business Office
 Division Parole Supervision, Accts. Payable
 421 South 9th Street, Suite 220
 Lincoln, NE 68508

Or may be sent electronically to:
NBOP.invoices@nebraska.gov

Invoices must be correctly submitted for prompt payment. Invoices must be submitted monthly, including but is not limited to:

- Vendor name and address, including Doing Business As (DBA) name, if applicable
- Facility addresses if different than vendor address
- Phone number
- Invoice number
- Invoice date
- Individual Client(s) Last Name and First Initial
- Dates of Service
- Rate of Service (Daily, Weekly or Monthly, as applicable)
- If groups or classes are held, invoices shall include the group/class name, dates group/class sessions were held, and names of attendees for each group/class session.

Inaccurate invoices may be placed into dispute and are not subject to the Prompt Payment Act. Inaccuracies in the invoice must be corrected by the contractor, not the requesting agency.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AL			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two percent (2%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. Project Description and Scope of Work

V. PROJECT DESCRIPTION AND SCOPE OF WORK

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Western Alternative Corrections, Inc. (WAC, Inc.) intends to provide comprehensive transitional housing/residential reentry programming, including services provided by a licensed or provisionally licensed clinician, to individuals served by Nebraska Division of Parole Supervision. Services will be provided at Bristol Station Residential Reentry Center (RRC) located at 101 S. Hastings Ave., Hastings, NE 68901. WAC, Inc. has been providing residential reentry/transitional housing services at Bristol Station RRC in Hastings, NE for over 10 years. Bristol Station RRC is a 52-bed residential reentry center serving males and females. Bristol Station RRC offers individuals a safe and structured living environment in which the individual can develop life and employability skills, obtain and maintain gainful employment, and develop and adhere to a budget to save money for their transition into the community. In addition, individuals receive weekly case management services, as well as participate in evidence-based, cognitive-behavioral programming throughout the duration of their participation in the program to address and stabilize mental health issues, substance abuse issues, as well as change maladaptive thinking patterns.

B. PROJECT ENVIRONMENT

WAC, Inc. – Bristol Station RRC is physically located at 101 S. Hastings Ave., Hastings, Adams County, NE 68901. The property is owned by Sioux Vista, LLC, which is a company owned by Michelle Hultine and Marc Hultine and utilized by WAC, Inc. WAC, Inc. is owned by Michelle Hultine. WAC, Inc. has an implicit agreement with Sioux Vista, LLC to use the property located at 101 S. Hastings Ave, Hastings, NE 68901 for the purpose of the residential reentry center, Bristol Station.

- Attachment #1 - Right to Use
- Attachment #2 - Occupancy Permits

As noted in a letter dated May 16, 2017 from the Hastings Development Services Director, Bristol Station Residential Reentry Center (RRC) was classified as an Adult Care Facility in Chapter 34 of the Hastings City Code and the permitted use was within the Commercial Zoning Districts (C-1, C-2, C-3, and C-O). Western Alternative Corrections, Inc., located at 101 S. Hastings Ave., Hastings, NE 68901, is zoned as C-2, Central Business District.

- Attachment #3 - City of Hastings Zoning Letter (2017)

C-2 Zoning is defined as the following:

“Central Business District: This district is intended to include those lands indicated in the comprehensive plan for the mixed-use downtown category. This district is intended to protect and enhance the central business district core for efficient performance of its primary function as a center for retail, commercial, financial, professional and service facilities; and to discourage uses not requiring a prime central location. This district is not intended for storage as a use and there shall not be storage as primary use on the first floor of a store front throughout the central business district.”

- Attachment #4 - Hastings Municipal Code Sec. 34-210. C-2 Central Business Districts

V. PROJECT DESCRIPTION AND SCOPE OF WORK

In 2013 The Hastings City Council amended Chapter 34 of the Hastings Zoning Codes to designate the definition of an adult reentry center as a Halfway House or Quasi-institutional use. At that time Western Alternative Corrections, Inc, - Bristol Station RRC was then classified as Halfway house, quasi-institutional use under Chapter 24 – Hastings Zoning ordinances.

“Halfway house, quasi-institutional use. Shall be described as a licensed home by the State of Nebraska or the United States Government, for individual on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, living together as a single housekeeping unit, wherein supervision rehabilitation, re-employment and counseling are provided to mainstream residents back into society, enabling them to live independently.”

- Attachment #5 - Hastings Municipal Code Sec. 34-104 -3(reference pg. 12)

This designation is allowed in I-1 (light industrial) and 1-2 (heavy industrial districts) per the City Code.

- Attachment #6 Hastings Municipal Code Sec. 34-200. Uses and Districts Table (reference pg. 2)

Per the City of Hastings Zoning Letter (Attachment F-SL-SVS #3) Bristol Station RRC (101 S. Hastings Ave., Hastings, NE 68901) existed in its present use prior to the code change and was granted a “legal non-confirming use.” The proposed site at 101 S. Hastings Ave, Hastings, NE 68901 meets all zoning and ordinance requirements necessary for the full operation of a residential reentry center.

Furthermore, WAC, Inc. receives an annual inspection as a part of life safety policies to include fire alarm, fire extinguisher, and sprinkler system.

- Attachment #7 – Protex 2022 Fire Alarm & Fire Extinguisher Inspection Report
- Attachment #8 – Bamford Inc. Inspection Report

C. SERVICE REQUIREMENTS/ IN SCOPE SERVICES

1. WAC, Inc. - Bristol Station RRC will offer safe, short-term residential reentry/transitional housing services to individuals released from the Nebraska Department of Correctional Services who are under parole supervision by NBOP/Division of Parole Supervision. WAC, Inc. – Bristol Station RRC and has a unique advantage of being centrally located in the state, in Hastings, NE. This feature has allowed WAC, Inc. to successfully serve diverse and varied populations, as well as work with various referring entities across the state.
2. WAC, Inc. will provide services as outlined as *Transitional Living with Programming* within RFQ 111765 Z6. The services outlined below will be provided at Bristol Station RRC, as well as in the community through our collaboration with community stakeholders and providers. A more comprehensive overview of programs and services is offered in the Technical Approach section of this response. All program components will be facilitated utilizing Motivational Interviewing strategies to increase intrinsic motivation toward positive change. Relapse Prevention Group will be offered by a licensed or provisionally licensed clinician. Some program components are offered in a group setting, as well as offered in a one-to-one

V. PROJECT DESCRIPTION AND SCOPE OF WORK

setting. Risk, need and responsivity principles are utilized when assigning programming requirements for each participant.

- Residential Reentry/Transitional Housing
 - Case Management
 - Life Skills Programming
 - Moral Reconciliation Therapy
 - Personal Growth/Family Reunification
 - Transition Skills
 - Communication Skills
 - Getting Back on Track
 - Money Management/Financial Literacy
 - Relapse Prevention – Substance Using Behaviors
 - Anger Management
 - Victim Awareness
 - Managing Mental Health
 - Managing Physical Health/Medical
 - Problem Solving/Communication Skills
 - Time Management
 - Transportation Independence
 - Vocational Programming
 - Vocational Assessment
 - Employment Readiness

Some outcomes which have become benchmarks within the reentry program at Bristol Station RRC include, but are not limited to:

- Development of life skills and independent living skills
- Obtaining and maintaining meaningful employment
- Earned vocational certifications
- Stable living environment
- Mental health stability
- Absence of drug and/or alcohol abuse
- Compliance with supervision
- Increased pro-social attitudes
- Reduction in risk to reoffend
- Increased quality of life

WAC, Inc. employees who facilitate program groups have received specific training for the group, if required (I.E. Moral Reconciliation Therapy), and/or have received training to enhance facilitation skills and motivational interviewing techniques. A comprehensive outline of each program group offered at Bristol Station is outlined in the Technical Approach section of this RFQ response.

D. GENERAL REQUIREMENTS

As noted in the previous section, WAC, Inc. has obtained proper zoning to operate a residential reentry center in Hastings, NE.

1. Program Requirements: As referenced in the General Requirements section of RFQ 111765 Z6, WAC, Inc., utilizes an Operations Manual and Emergency Procedure Manual which is accessible to all employees and volunteers. It is required, per WAC, Inc. policy, that all

V. PROJECT DESCRIPTION AND SCOPE OF WORK

employees review the Operations Manual and Emergency Procedure Manual on an annual basis. The WAC, Inc. Operations Manual and Emergency Procedure Manual are reviewed and updated as needed by the Executive Director. Reviews and revisions are approved by the WAC, Inc. Owner/President.

Some policies included in the WAC, Inc. Operations Manual and/or Emergency Procedure Manual include, but are not limited to:

- a. Fiscal Management (Fiscal Responsibility and Budget Control);
- b. Personnel (Employee Handbook, Employee Standards of Conduct, Staff Training, Employee Disciplinary Procedures);
- c. Resident Intake (Referral Review, Intake and Case Management);
- d. Housing Support Services (Facility Sanitation and Maintenance, Physical Plant Requirements);
- e. Resident Rules and Regulations (Comprehensive Resident Handbook, Resident Rights);
- f. Resident Grievance and Appeal Process (Administrative Remedies);
- g. Resident Case Records (Resident Records);
- h. Written Emergency Plans (Emergency Procedure Manual and Operations Manual)
 - a. Includes policies on frequency of emergency drills (fire, tornado, etc.), as well as Facility Evacuation Routes
- i. Confidentiality

Copies of WAC, Inc. policy and procedures can be made available upon request.

2. WAC, Inc. will coordinate activities for Parole and will abide by the Rules and Regulations set forth by Parole. WAC, Inc. currently provides a physical office for a parole officer, as designated by Division of Parole Supervision. This allows for cohesive collaboration between WAC, Inc. and Parole.
3. WAC, Inc. has established a staffing pattern for Bristol Station RRC which requires trained, paid staff, dressed and awake on the premises 24-hours a day, 7-days a week to ensure the safety and security of all residents. Staffing patterns will concentrate staff when most residents are available for program activities and are reflective of the resident population within the facility and account for staff vacation and/or illness. At least one administrative staff/key staff member (facility director, residential director, case manager, staff supervisor or systems coordinator) are available 24/7 as well, either by presence at the facility during normal working hours, or via the administrative on-call rotation. The on-call administrator schedule is available to facility staff, along with emergency contact information.
4. WAC, Inc. utilizes alarmed doors and video surveillance systems at Bristol Station RRC as a means to monitor and limit ingress into the facility. Main entry into Bristol Station RRC is via the control center which is staffed 24/7 by facility monitors.
5. According to WAC, Inc. – Bristol Station RRC policy, referring/supervising entities are notified immediately of a resident absconion, and within 24-hours of a serious incident. Copies of all incident reports are maintained in our electronic case management records system and can be made available to supervising entities upon request.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

6. Per WAC, Inc. policy upon admission into Bristol Station RRC a resident record is created and includes the following:
 - a. documented authority to accept the resident, if applicable;
 - b. case information from referral source, if available;
 - c. case history/social history;
 - d. medical record, when available;
 - e. initial intake information form;
 - f. signed acknowledgement of receipt of facility rules;
 - g. signed acknowledgement of receipt of disciplinary policy;
 - h. signed acknowledgement of emergency plans and escape routes;
 - i. individual program plan;
 - j. signed release of information forms, including medical and any other consent forms;
 - k. evaluation(s), if available;
 - l. case notes;
 - m. current and past employment information;
 - n. education information, if available;
 - o. record of resident finances;
 - p. grievance and disciplinary records;
 - q. referrals to other agencies;
 - r. approved visitation list;
 - s. personal property inventory; and
 - t. discharge summary.

Some of the aforementioned information is kept in a physical file while other information is kept in an electronic case management records system. Resident records are maintained in accordance with Statutes/guidelines as described in this RFQ.

7. WAC, Inc. is a community- based, S-Corporation, organized and incorporated in the State of Nebraska (1999). WAC, Inc. is classified as a Woman-Owned Small Business. Michelle Hultine is the Owner/President of WAC, Inc. and serves as the Board of Directors.
 - Attachment #9 - Western Alternative Corrections, Inc. Articles of Incorporation
 - Attachment #10 - By-Laws of Western Alternative Corrections, Inc.
 - Attachment #11 - Federal Tax Identification Letter
8. As outlined in the WAC, Inc. Operations Manual, at no time can one resident have authority over another resident in the program. At no time are residents allowed to conduct staff duties or provide services within the program. Copies of the policy can be made available upon request.
9. The assigned transitional living point of contact for RFQ 111765 Z6 is:

Angela LaBouchardiere, Executive Director
101 S. Hastings Ave., Hastings, NE 68901
402-984-8667 (cell); 402-462-2001 (office)
alabouchardiere@wacinc.net
10. WAC, Inc. understands there is no guarantee of a specific length of stay.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

11. WAC, Inc. understands there is not maximum or minimum class size required.
12. WAC, Inc. will provide NBOP with data for reporting and evaluation purposes, upon request. WAC, Inc. currently collects data on all participants in the program at Bristol Station RRC, regardless of the referring entity. Data collected includes number of individuals served within each referring entity, length of stay for each participant, types of programming each participant is currently participating in or programming completed by each participant, as well as general demographic information. In addition, WAC, Inc. collects data to measure program effectiveness. This data includes the intake and exit risk/needs score and quality of life scores. The desired outcome is for the risk to reoffend to decrease and the quality of life to increase. WAC, Inc. has produced these desired outcomes for individuals who successfully complete the program. There is no required length of programming, as each program participant has an individualized program plan and each participant has varying degrees of needs to be addressed. The average length of stay at Bristol Station RRC, based on data gathered is approximately 5-6 months.
13. WAC, Inc. has current policies which outline confidentiality requirements for staff and residents. All employees, at the time of hire and annually thereafter, review confidentiality requirements.
14. Site Location - Western Alternative Corrections, Inc. – Bristol Station RRC is located at 101 S. Hastings Ave., Hastings (Adams County), Nebraska 68901.

E. DELIVERABLES

WAC, Inc. will provide transitional living services/programming, as outlined in this RFQ. WAC, Inc. will openly communicate with NBOP regarding client needs and issues.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #1 Right to Use

Lease Agreement Right to Use

Lessor: Sioux Vista, L.L.C., owned and operated by Marc Hultine and Michelle Hultine. Property located at 101 South Hastings Avenue, Hastings, NE 68901.

Lessee: Western Alternative Corrections, Inc. – Bristol Stations RRC, owned by Michelle Hultine. Property located at 101 South Hastings Avenue, Hastings, NE 68901.

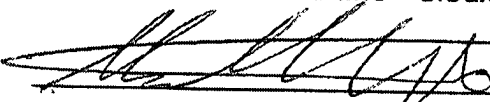
Terms: It is agreed that Western Alternative Corrections, Inc. – Bristol Station RRC will lease and have the right to use the building and property owned by Sioux Vista, L.L.C. located at 101 South Hastings Avenue, Hastings, NE 68901 for the purpose of performing work as outlined in Bureau of Prisons RFP 200-1210-WS.


Said lease will commence upon the day that Western Alternative Corrections, Inc. – Bristol Station RRC is notified they have been awarded the Bureau of Prisons RFP 200-1210-WS contract.

Upon the lease being enacted Western Alternative Corrections, Inc. – Bristol Station RRC will pay Sioux Vista, L.L.C. a monthly lease rate of \$1,200.00 per month, for an annual value of \$14,400.00. Prorated days will be calculated at \$40.00 per day.

Once enacted this lease is valid until Lessee notifies Lessor that the lease is terminated.

Lessor Signature:  **Date** 8-8-17
Owner: Michelle Hultine - Sioux Vista, L.L.C.

 **Date** 8-8-17
Owner: Marc Hultine - Sioux Vista, L.L.C.

Lessee Signature:  **Date** 8-8-17
Owner: Michelle Hultine – Western Alternative Corrections, Inc. –
Bristol Stations RRC

**Right to Use
101 S. Hastings Ave.
Hastings, NE 68901**

The property of which Bristol Station RRC utilizes is owned by Sioux Vista, LLC. This company is owned by Marc Hultine and Michelle Hultine (owner of Western Alternative Corrections, Inc). The Western Alternative Corrections, Inc. corporate offices are located in said property. Bristol Station RRC and Western Alternative Corrections, Inc. have implicit use of said property.

Attached are documents indicating ownership of said property and business.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #2 Occupancy Permits

NEBRASKA STATE FIRE MARSHAL

OCCUPANCY PERMIT

Name of Facility: Western Alternative Corrections (East Building)
Type of Facility: Residential Board and Care Occupancy
Location: 101 South Hastings Avenue, Hastings, NE 68901
Maximum Occupancy: 80 Persons
Date Issued: 4-21-2022

Inspected By: Todd Brehm, #8712,
Deputy State Fire Marshal

Approved By: Christopher B. Cantrell,
State Fire Marshal



POST IN PROMINENT PLACE



Change in occupancy classification or failure to meet State Fire Marshal codes
Shall invalidate this occupancy permit.

NEBRASKA STATE FIRE MARSHAL

OCCUPANCY PERMIT

Name of Facility: Western Alternative Corrections (West Building)
Type of Facility: Counseling and Mental Health
Location: 101 South Hastings Avenue, Hastings, NE 68901
Maximum Occupancy: 18 Persons
Date Issued: 4-21-2022

Inspected By: Todd Brehm, #8712,
Deputy State Fire Marshal

Approved By: Christopher B. Cantrell,
State Fire Marshal



POST IN PROMINENT PLACE



Change in occupancy classification or failure to meet State Fire Marshal codes
Shall invalidate this occupancy permit.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #3 Zoning Letter



May 16, 2017

Western Alternative Corrections, Inc
Attn: Marc Hultine
101 South Hastings Avenue
Hastings, NE 68901

Dear Mr. Hultine,

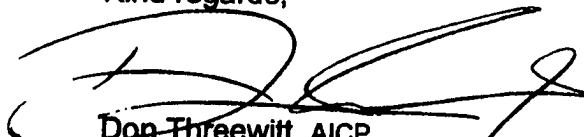
Previously the Hastings City Code designated The Bristol Station as a Residential Re-entry Center (RRC) and it would be classified as an Adult Care Facility in Chapter 34 of Hastings City Code. The requested use would be a permitted use within any of our Commercial Zoning Districts (C-1, C-2, C-3, and C-O).

Bristol Station, the home of Western Alternative Corrections at 101 South Hastings Avenue is zoned "C-2, Central Business District."

The Hastings City Council amended Chapter 34, "Zoning," in 2013 to designate an adult re-entry center as a Halfway House or Quasi-institutional use, allowed in "I-1, Light Industrial" and "I-2 Heavy Industrial" Districts only. However, your facility existed in its present use prior to this code change, and The Bristol Station is a Legal Non-Conforming Use. Unless substantial structural or site changes—totaling 60% or more of the total value of the lot, occur on this site, the current use may continue unimpeded.

If substantial structural changes are contemplated in the future, please meet with the Development Services staff early in the planning phase so that we may assist in finding the most suitable resolution to achieve your aims and continued success.

Kind regards,



Don Threewitt, AICP
Development Services Director

Development Services
220 North Hastings Avenue
Hastings, Nebraska 68901

Inspection: (402) 461-2302
Planning: (402) 461-2302
Fax: (402) 461-2304



www.cityofhastings.org

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #4
Hastings Municipal Code Sec. 34-210

Sec. 34-210. C-2 Central Business Districts.

- (1) *Intent.* This district is intended to include those lands indicated in the comprehensive plan for the mixed-use downtown category. This district is intended to protect and enhance the central business district core for efficient performance of its primary function as a center for retail, commercial, financial, professional and service facilities; and to discourage uses not requiring a prime central location. This district is not intended for storage as a use and there shall not be storage as a primary use on the first floor of a store front throughout the central business district.
- (2) *Allowed uses.* See Table 200-1 in Section 34-200.
- (3) *Minimum lot requirements.*
- (4) *Minimum yard requirements.*
 - (a) *Front yard*—None; provided, however, if the building is set back from the front property line it shall be a minimum of ten feet.
 - (b) *Side yard*—None; provided, however, if the building is set back from the property line it shall be a minimum of five feet, except that, where a side line of a lot in this district abuts upon the side line of a lot in a district R-1 to C-O inclusive, a side yard of not less than ten feet shall be provided.
 - (c) *Rear yard*—None.
- (5) *Maximum lot coverage by all buildings.* None; except, as may be required for yards, parking or loading areas.
- (6) *Maximum height of structures.* Except as otherwise provided in this chapter, the maximum height of the principal structure shall not exceed 120 feet in height above grade.
- (7) *Minimum dwelling size.*
 - (a) None.

(Ord. No. 3223-9/91, 3276-9/92, 3448-12/94, 3573-2/97, 3649-9/98, 3861-6/2002, 3947-4/2004, 4233-11/2009 and 4304 -9/2011)

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #5
Hastings Municipal Code Sec. 34-104
(Reference pg. 12)

ARTICLE I. GENERAL

Sec. 34-101. Purpose.

This chapter has been made in accordance with a comprehensive plan and to promote the health and general welfare of the community. It is designed to lessen congestion in the streets; to secure safety from fire, flood, and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements. These regulations have been made with reasonable consideration, among other things, to the character of the district and its suitability for particular uses, and with a view to conserving the value of property and encouraging the most appropriate use of land throughout the City of Hastings and the area within two miles thereof.

(Ord. No. 4233-11/2009)

Sec. 34-102. Name and citation of title.

This chapter shall be known, referred to, and cited as the Zoning Ordinance of the City of Hastings.

(Ord. No. 4233-11/2009)

Sec. 34-103. General definitions.

All words and phrases shall have their ordinary and customary meanings unless the context of the word or phrase indicates otherwise. The following terms shall have the meaning given below, unless the context of the use of the term clearly indicates otherwise based on the stated intent or other guidance associated with its use in a particular section of these regulations.

Abutting. Immediately adjacent and shall not include property separated by an alley or a street.

Accessory building. A subordinate building located on the lot occupied by the principal building and having a use customarily incident to the main use of the property. A building housing an accessory use shall not be considered an accessory building when it has any part of a wall in common with the principal building, or is under an extension of the main roof, and designed as an integral part of the principal building.

Accessory use. A use of a building or land which is customarily incident and subordinate to and located on the same lot as the principal use of the lot.

Acoustic rating. A measure of sound-deadening quality of a wall or ceiling-floor assembly.

Adjacent. Within close proximity, property separated by a street, alley, stream or other ownership physical separation between properties.

Adult. Any person 19 years of age or older.

Alley. A minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Alteration. Any addition, removal, extension or change in the location of any exterior wall of a main building or accessory building.

Antenna, receiving. Any structure or device use for the purpose of receiving radio, television, radar microwave, or other broadcast signals.

Area, building. The total of areas taken on a horizontal plane at the main grade level of the principal and all accessory buildings or structures exclusive of steps.

Arterial street. A street designed and intended to carry traffic from residential and collector street systems to major highways. Arterials are designated by class on the official streets and highways plan.

Basement. That portion of a building between floor and ceiling which is partly below and partly above grade but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Block. A piece or parcel of land entirely surrounded by public highways or streets, other than alleys and identified as such a plat or other official document. In cases where the platting is incomplete or disconnected, the building inspector shall determine the outline of the block.

Broadcast or antenna tower. A structure for the transmission or broadcast of radio, television, radar, or microwaves which exceeds the maximum height permitted in the district in which it is located.

Building. A structure designed or intended for the enclosure, shelter, or protection of persons, animals, chattels, or property. Buildings connected by a breezeway shall be deemed separated buildings.

Building, height of. The vertical distance from the average elevation of the finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. See Exhibit No. 1, Appendix A.

Building, principal. A building in which is conducted the main use of the lot on which the building is situated.

Camping trailer. A vehicular portable unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

Campus. A ten-acre or larger tract of land that has been planned, developed and operated as an integrated group of buildings or structures with compatible supporting ancillary uses with special attention given to vehicular traffic circulation and parking, pedestrian access and movement, utility needs, and a consistent theme of aesthetics associated with buildings and grounds.

Caregiver quarters. A caregiver quarters shall mean an accessory residential structure located on the same lot or tract as the principal residence. Caregivers shall include nannies/caretakers/caregivers/servants of immediate family members, but shall not include other domestic workers.

Cellar. That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Collector street. A street designed and intended to carry traffic from residential street systems to arterial or major highway systems.

Common wall. A wall or walls extending from the basement or ground floor line of a building to the roof along a lot line, which lot line is common to an adjoining lot.

Comprehensive plan. The Comprehensive Development Plan of the City of Hastings.

Conditional use. A provision which allows for flexibility within the zoning district by permitting certain specified uses in zoning districts where such uses are generally considered appropriate, but only after additional controls and safeguards are applied to ensure their compatibility with permitted principal uses.

Court. An open, unoccupied space, other than a yard, bounded on three or more sides by exterior walls of a building, or by exterior walls of a building and lot lines on which walls are allowable.

Condominium. Individual ownership of a unit within a multi-unit structure, and an equal undivided interest in the common areas and lands associated with the structure.

Curb level. The mean level of the curb in front of the lot, or in case of a corner lot, along that abutting street where the mean curb level is the highest.

Density. The number of dwelling units per gross acre in any residential development.

District. A section or sections of either the City of Hastings or area within two miles thereof for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

Dwelling. A building designed or the principal use of which is as living quarters providing independent and complete cooking, living, sleeping and toilet facilities for a single housekeeping unit.

Family. One or more persons immediately related by blood, marriage, or adoption and living as a single housekeeping unit in a dwelling shall constitute a family. A family may include, in addition, not more than five persons who are unrelated for the purpose of this title. The following persons shall be considered related for the purpose of this title:

- (1) A person residing with a family for the purpose of adoption.
- (2) Not more than six persons under 19 years of age, residing in a foster home licensed or approved by the State of Nebraska.
- (3) Not more than three persons 19 years of age or older residing with a family for the purpose of receiving foster or supervised care licensed or approved by the State or its delegate.
- (4) Any person who is living with a family at the direction of a court.

Fence. See Section 34-305 under supplementary district regulations.

Fifth-wheel trailer. A unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 430 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

Flagpole. A flagpole shall mean a narrow extension of property which is attached to and constitutes a part of a flag lot, which property provides access from the public right-of-way to the buildable portion of the flag lot. A flagpole shall be at least 20 feet in width and must meet all requirements of the Fire Code of the City as a fire apparatus access road. When located in the City of Hastings, Nebraska, a flagpole shall be not more than 200 feet in length. When located outside the City of Hastings, Nebraska but within the zoning jurisdiction of said City, a flagpole shall be not more than 400 feet in length.

Flood plain. Those lands which are designated as flood plain on the official flood way boundary maps of the City of Hastings.

Floor area ratio. Floor area ratio is defined as the maximum gross floor area of a building on a lot or parcel, divided by the area of the lot or parcel. (F.A.R. of 2.0 provides for 28,000 gross square feet of building on a lot with an area of 14,000 square feet)

Grade. The average finished ground level adjoining the building at all exterior walls.

Gross area. The total site area, excluding bodies of water, to be included within a proposed development as indicated on a site plan.

Gross floor area. The total horizontal area of all of the floors of a building, measured from exterior to exterior including interior balconies, mezzanine, stairwells, elevator shafts and ventilation shafts, etc.

Gross leasable floor area. The total floor area designed for tenant occupancy and exclusive use; including basements, mezzanines and upper floors, if any, but excluding stairways, common hallways and mechanical equipment rooms, expressed in square feet measured from the centerline of joint partitions, and from the exterior surface of outside walls.

Height of yard or court. The vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Landscaping. Landscaping shall mean that an area is predominately devoted to, and maintained for, the growing of trees, shrubbery, lawns and other plant materials.

Lot. A parcel of land occupied or to be occupied by one main building, or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under this chapter, and, except for a flag lot as defined in this chapter, having its principal frontage upon a public street or approved place. A lot as used herein may consist of one or more platted lots, or tract or tracts, as conveyed or parts thereof, and shall include a flag lot.

Lot, corner. A lot abutting upon two or more streets, at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Building Inspector.

Lot, flag. A flag lot shall mean a lot which does not have the required frontage on a public street and which is located adjacent to a lot which does have the required frontage on a public street. A flag lot shall include a projection, or "flagpole", which connects the flag lot to the public right-of-way, which flagpole shall meet the requirements set forth in this chapter under the definition of flagpole. The flagpole on a flag lot need not meet the minimum lot width requirements set forth in these regulations, but the remaining portion of a flag lot, exclusive of the flagpole, must meet all lot width, front and rear yard setbacks and all other requirements the same as if it were not a flag lot.

Lot coverage of building. That percentage of the total lot area covered by buildings.

Lot depth. The mean horizontal distance from the front lot line to the opposite rear lot line.

Lot, double frontage. A lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

Lot, interior. A lot whose side lines do not abut upon any street.

Lot in separate ownership at the time of the passage of this chapter. A lot the boundary lines of which along their entire length touched lands under other ownership as shown by plat or deed recorded in the office of the Register of Deeds of the County on or before August 26, 1968.

Lot line, front. The boundary between a lot and the street on which it fronts, provided that for a flag lot, the front lot line shall mean the closet line which is approximately parallel to the public right-of-way or approved place, at the end of the flagpole farthest away from the public right-of-way.

Lot line, rear. The boundary line which is opposite and most distant from the front lot line; except, that in the case of uncertainty the building inspector shall determine the rear lot line.

Lot line, side. Any lot boundary not a front or rear line thereof. A side line may be a party lot line, a line bordering on an alley or place or a side street line.

Lot lines. The lines bounding a lot as defined herein.

Lot of record. A lot which is part of a subdivision, the plat of which has been recorded in the office of the Register of Deeds for Adams County on or before August 26, 1968 unless another date is specifically established in this chapter, provided that said lot has a frontage of not less than 50 feet; or, an irregular tract lot as described by

a deed recorded with the Register of Deeds for Adams County on or before August 26, 1968 unless another date is specifically established in this title, provided that such lot is numbered and described by the county surveyor.

Lot, platted. A lot which is part of a subdivision the plat of which, or the appropriate permit for which, has been legally approved and recorded in the office of the Register of Deeds for Adams County.

Lot, transverse. A lot which is approximately at right angles to the general pattern of other lots in the same city block.

Lot width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured between the midpoints of such lines, provided that such measurement shall not extend beyond the lot lines of the lot being measured.

Mobile vendor. A transient business selling or delivering food or goods in the city with an approved temporary use permit (TUP) lasting for durations of more than 14 consecutive days and up to 180 in the same location. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis. This TUP must be renewed annually.

Motor home. A vehicular unit primarily designed to provide temporary living quarters which are built into an integral part of, or permanently attached to, a self-propelled motor vehicle chassis or van, containing permanently installed independent life-support systems that meet the state standard for recreational vehicles and providing at least four of the following facilities: Cooking; refrigeration or ice box; self-contained toilet; heating, air conditioning, or both; a potable water supply system including a faucet and sink; separate 120-nominal-volt electrical power supply; or LP gas supply.

Non-commercial vehicles and equipment. The term non-commercial vehicles and equipment as applied in the residential off-street parking requirement sections of this chapter shall include automobiles and pick-up trucks which are operated or owned by the residents of a dwelling and used in the course of their business or employment.

Nonconforming use, building or yard. A use, building or yard, which does not, by reason of design, use, or dimensions, conform to the regulations of the district in which it is situated. It is a legal nonconforming use if established prior to establishment of a zoning ordinance prohibiting the same.

Parking area. A structure or an open area other than a street, alley or other right-of-way for the temporary storage of automobiles, together with a driveway connecting the parking area with a street or alley and permitting ingress and egress for an automobile, provided that there shall be no storage of automobiles for the purpose of sale or resale. The minimum dimensions of each parking space shall be eight and one-half by 20 feet.

Parking lot. A parking area with six or more parking spaces.

Parking space, off-street. A parking area located off any street, alley or other right-of-way which is adequate for parking an automobile with room for opening both doors and adequate maneuvering room on a parking area with access to public street or alley. See Exhibit No. 3, Appendix A.

Park trailer. A vehicular unit which meets the following criteria: 1) Built on a single chassis mounted on wheels; 2) Designed to provide seasonal or temporary living quarters which may be connected to utilities necessary for operation of installed fixtures and appliances; 3) Constructed to permit setup by persons without special skills using only hand tools which may include lifting, pulling, and supporting devices; and 4) Having a gross trailer area not exceeding 430 square feet when in the setup mode.

Place. An open, unoccupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

Planned unit development. A use or combination of uses, the plan for which may not conform to the regulations established in any one or more zoning districts with respect to lot size, bulk, type of use, density, lot coverage, height or required open space for which a conditional use permit may be granted by the City Council.

Premises. A tract of land, consisting of one platted lot or irregular tract, or more than one platted lot or irregular tract, provided such lots or tracts are under common ownership and abutting each other.

Profession. An occupation or calling requiring the practice of a learned art through specialized knowledge based on a degree issued by an institute of higher learning, e.g., Doctor of Medicine, Engineer, Lawyer.

Property line. A demarcation line dividing a lot from other lots or parcels of land.

Recreational vehicle. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which unit either has its own motive power or is mounted on or towed by another vehicle. Recreational vehicles shall include, but not be limited to, travel trailer, park trailer, camping trailer, truck camper, motor home, and van conversion, as defined in Neb. Rev. Stat. § 71-4603, as amended in 2012.

Recreational vehicle park. A lot or parcel of land designated for legal use as a campground and/or recreation vehicle park on which two or more recreational vehicles are parked, or any lot or parcel of land on which unoccupied recreational vehicles, camping trailers, recreational park trailers or campers, whether new or used, are parked for the purposes of inspection, sale, storage or repair.

Recreational vehicle, temporary use. A vehicle which is manufactured, constructed, or equipped primarily for use as a self-propelled home, house car, or mobile living quarters, capable of being legally operated on the highways, and containing permanently installed essential living facilities for intermittent or longer-term temporary stays of up to 180 days or more. This term shall not include any towed utility trailer, camping trailer, truck camper, van conversion nor shall it include any vehicle defined in the license and registration laws as an automobile or passenger. Types of recreational vehicles that would be capable of attaining a temporary use permit (TUP) are fifth wheel trailers, motor homes, park trailers and travel trailers. All recreational vehicles being allowed for longer-term temporary stays of up to 180 days or more in mobile home parks and/or recreational vehicle parks must apply for a TUP and demonstrate an economic development need for such use as stipulated in Section 34-404(14). A TUP will last for durations of 180 days. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis. A TUP is an annual permit and must be renewed yearly.

Residential street. A street designed and intended to serve residential areas. Residential streets feed traffic into collector and arterial street systems.

Restaurant. A place where people pay to sit and eat meals that are cooked and served in a structure that sits on a foundation.

Sign. Any lettered or pictorial device designed to inform or attract attention including but not limited to the following:

- (1) *Sign, surface area.* The entire areas within a parallelogram triangle, circle, semicircle or other geometric figure, including all of the elements of the matter displayed, but not including black masking, frames, or structural elements outside the advertising elements of the sign and bearing no advertising material.
- (2) *Indirectly illuminated sign.* Any sign which is partially or completely illuminated at any time by a light source which is so shielded as to not be visible at eye level.
- (3) *Semi-illuminated sign.* Any sign located on a building, which building face is uniformly illuminated over its entire area, including the area of the sign, by use of electricity or other artificial light. Semi-illuminated signs shall be permitted in any location where illuminated signs are permitted.
- (4) *Detached sign.* Any sign located on the ground or on a structure located on the ground and not attached to a building.
- (5) *Wall sign.* Any sign attached to and erected parallel to and within one foot of the face or wall of building, including signs painted on the walls of the buildings.

-
- (6) *Roof sign.* Any sign erected, constructed and maintained wholly upon or over the roof of a building and having the roof as a principal means of support.
 - (7) *Projecting sign.* Any sign extending more than one foot from the face of the building to which it is attached. A time and temperature instrument mounted on the face of a building shall be included in this definition.
 - (8) *Snipe sign.* Any sign of a material such as cardboard, paper, pressed wood, plastic or metal which is attached to a fence, tree, utility pole or temporary structure, or any sign which is not securely fastened to a building, or firmly anchored to the ground.
 - (9) *Marquee sign.* Any sign attached flat against the marquee or permanent sidewalk canopy of a building, or suspended under a marquee or sidewalk canopy, and extending downward not more than 12 inches, therefore.
 - (10) *Poster panel or billboard.* An illustration of approximate dimension of 12 feet by 24 feet or multiples thereof, mounted on a semi- permanent structure, and depicting information not directly related to the property upon which it is placed.
 - (11) *Attention attracting device.* Any flasher, blinker, animation, banner, clock or other object designed or intended to attract the attention of the public to an establishment or to a sign.

Spot zoning. Arbitrary and unreasonable zoning when smaller area is singled out of a larger area or district and specially zoned for a use classification totally different and inconsistent with the classification of surrounding land and not in accordance with the Comprehensive Plan.

Story. That part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface not more than four feet above the curb level, established or mean street grade, or average ground level, as mentioned in "height of buildings" of this section.

Story, half. A story under a gable, hip, gambrel or mansard roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

Street. A thoroughfare which affords principal means of access to property abutting thereon.

Street centerline. A line midway between street lines.

Street commercial area. A developed business frontage along a street and no more than 200 feet in depth from the front property line.

Street line. The dividing line between the street and the abutting property.

Structural alterations. Any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

Structure. Anything which is constructed or erected and located on or under the ground, or attached to something fixed to the ground.

Temporary structure. Means any structure designed, constructed, installed and/or intended to be dismantled by the Contractor, including (but not limited to) a shed, booth, building or enclosure of any kind used for commercial or business purposes and which any person or business intends to place on the same lot with or on any lot adjacent to, any permanent structure used for business or commercial purposes. These structures will require location on the ground or attachment to something having a temporary, non-permanent location on the ground; and may be associated with, and ancillary to, a temporary use with a permit for durations of 180 days or

less. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.

Travel trailer. A vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and of gross trailer area less than 430 square feet.

Truck camper. A portable unit constructed to provide temporary living quarters for recreational, travel, or camping use, consisting of a roof, floor, and sides and designed to be loaded onto and unloaded from the bed of a pickup truck.

Usable open space. Open space within a proposed development site excluding areas devoted to roadways and parking. At least one-half of all areas designated as usable open space shall have a slope of less than 20 percent.

Van conversion. A completed vehicle permanently altered cosmetically, structurally, or both which has been recertified by the state as a multipurpose passenger vehicle but which does not conform to or otherwise meet the definition of a motor home in this section and which contains at least one plumbing, heating, or 120-nominal-volt electrical component subject to the provisions of the state standard for recreational vehicles. Van conversion does not include any such vehicle that lacks any plumbing, heating, or 120-nominal-volt electrical system but contains an extension of the low-voltage automotive circuitry.

Yard. A required open space on the same lot unoccupied and unobstructed by any structure or portion of a structure from 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Yard, front. A yard extending the full width of the lot across the front of a lot adjoining a public street.

Yard, interior side. A side yard which is not adjacent to or bordered by a street, avenue or other public right-of-way.

Yard, rear. A yard between the rear lot line and the rear line of the main building and the side lot lines.

Yard, side. A yard between the main building and the adjacent side line of the lot, and extending entirely from a front yard to the rear yard.

(Ord. No. 4233-11/2009, 4398 -7/2014 and 4418 -12/2014; Ord. No. 4674 , § 1, 11-8-2021)

Sec. 34-104. Descriptions and categories of uses.

The following categories and descriptions of specific uses of land and buildings correspond to the Use Table 34-200. Where a use appears to meet two or more descriptions or where a use is not described, the Director shall make a determination of the most comparable use. In making this determination, the Director shall compare: (a) the intensity and scale of the use relative to the site; (b) the typical site and building designs associated with the use; (c) the functional or operational characteristics and the potential impacts the use on adjacent property; and (d) the potential contribution of the use to the overall character of the district or districts in which the comparable use is allowed. All other uses which cannot be interpreted in this manner are different from the described uses, are not anticipated by these regulations, and may only be allowed by a zoning text amendment.

- (1) *Residential uses.* The residential use category is for all types of dwelling units used for permanent residence, including a variety of lot types, building types, and unit types, that may vary in the kind and classes of buildings based on the character of the neighborhood.

Detached dwelling. A residential use in a detached building designed as a single principal dwelling unit and situated on its own fee simple lot.

Detached dwelling, accessory. A detached single family dwelling located a lot developed with a detached dwelling as the principal use, and accessory to the principal detached dwelling.

Semi-attached dwelling ("duplex"). A residential use in detached building designed as two principal dwelling units. It may be designed as a "paired house," matching the appearance of a house, or it may be designed as a "flat-over-flat," matching the appearance of a small apartment building. A duplex is situated on its own fee simple lot, but each unit of a side-by-side paired house may be platted on an individual lot if party walls are used.

Attached dwelling ("townhouse"). A residential use in a building designed with a series of attached principal dwelling units separated by a single common wall. Each unit is typically situated on its own fee simple lot where party walls are used, but buildings or grounds may be owned in common. Each unit has the same orientation and front façade, and has its own private entrance to the exterior of the structure.

Multi-dwelling building ("apartment"). A residential use in a building designed for more than two principal dwelling units and situated on a single fee simple lot. This building type includes a number of variations based on the permitted building scale, including "stacked flats" (three-story/tri-plex), "six-plex" (paired stacked flats), or larger apartment buildings.

Live/work. A primarily residential use in a building designed for two principal uses, where a portion is designed for residential dwelling use, and a portion is designed for a limited non-residential use to support the occupation or vocation of the resident of the dwelling unit. The non-residential portion is limited to the first story and less than 50 percent of the total floor area of the building. The building is situated on its own fee simple lot but may be attached or detached based on zoning district standards and context.

Mixed-use dwelling. A residential use in a building designed for a mix of uses with office or retail on the first story/street-front and residential uses on the upper stories where the dwelling units are not accessory to the non-residential uses. Mixed-use buildings may be either small- or large-scale, with larger scale buildings, depending on the context and zoning district standards, and typically being broken into multiple fee simple lots with party walls, but the dwelling units may be owned in fee simple, as condominiums, or apartments.

Group housing. The grouping or clustering of living units (dwelling units) on a suitable site in such a manner that the amount of usable open space per unit is equal to or exceeds the open space requirements for conventional development under the pertinent use district standards. Group housing developments are only allowed by conditional use permit.

Type A manufactured housing. A factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards, as promulgated by the United States Department of Housing and Urban Development, or any successor regulations thereto. See the provisions of Section 34-312 for additional regulations relating to Type A and Type B Dwellings.

Type B manufactured housing. A modular housing unit as defined in Section 71-1557 of the Nebraska Revised Statutes 1943 which bears the seal of the Nebraska.

Department of Health. See the provisions of Section 34-312 for additional regulations relating to Type A and Type B dwelling.

Mobile home court. Any mobile home court, trailer park, trailer court or tract of land designated, maintained or tended for the purpose of supplying a location or accommodation for any mobile home or Type A or Type B manufactured dwelling and upon which one or more mobile homes or Type A or

Type B manufactured dwelling are parked, and shall include all building used or intended for use as part of the equipment thereof, whether a charge is made for the use of the mobile home court and its facilities or not. 'Mobile home court' shall not include automobile or trailer sales lots on which unoccupied mobile homes are parked for purposes of inspection or sale or storage or a tract of land used to park trailers temporarily for overnight stays for a maximum period of one week where the mobile home trailer is parked for recreational purposes or for stopping by migrating persons while passing through the City.

Mobile home, accessory. A detached, single or two family dwelling which was originally designed for long-term human habitation and which was constructed and fabricated into a complete unit at a factory and capable of being transported to a location for use on its own chassis and wheels, identified by model number and serial number by its manufacturer, and designed primarily for placement on an impermanent foundation, when used for residential or any other purposes, but not including any structure which meets the definition of a Type A or Type B manufactured dwelling.

- (2) *Civic uses.* The civic use category includes uses serving a broad and general public and community interest to enhance daily cultural, social or recreation opportunities for area landowners and residents. This category is based on the need of different kinds and classes of buildings in close proximity with other uses, which can be integrated in to these areas with the appropriate level of civic design. The civic use category may contain uses that are either public and accessible to all citizens; common and accessible by rights associated with ownership; or private and accessible by membership or general association.

Neighborhood assembly (< 350 maximum occupancy). A civic use that conducts organized services, assemblies, or programs on a periodic or occasional basis, primarily for the convenience, entertainment, education, and social or spiritual welfare of nearby residents. Neighborhood assemblies typically have buildings and supporting facilities designed for a capacity of no more than 350 people for any one event. Common examples include meeting halls, neighborhood association club houses, or smaller neighborhood churches.

Community assembly (350—700 maximum occupancy). A civic use that conducts organized services, assemblies, or programs on a periodic or occasional basis, primarily for the convenience, entertainment, education, and social or spiritual welfare for citizens in the general vicinity. Community assemblies typically have buildings and supporting facilities designed for a capacity of no more than 750 people for any one event. Common examples include community centers, museum, or large churches. For larger facilities see entertainment venue.

Eleemosynary or philanthropic institution. A private, non-profit organization which is not organized or operated for the purpose of carrying on a trade or business, no part of the net earnings of which inures to the benefit of any member of said organization or individual, and which either (a) provides volunteer aid to the sick and wounded of the armed forces in time of war and natural relief in case of a national calamity or emergency or (b) provides all or any of the following: religious, social, physical, recreational, and benevolent services. In addition, such term shall include such an organization providing housing and related facilities for elderly or physically handicapped families. This definition shall not be construed to include supervised homes, halfway houses, or supervised home for the mentally handicapped.

Golf course/clubhouse (non-business). A civic use engaged in the management and operation of a golf course as an outdoor recreation activity, and any accessory sales or businesses associated with the operation of the golf course and which are intended solely for patrons of the golf course.

Public park/playground. A civic use where an area of land is used for structured or unstructured outdoor recreation.

Public museum or library. A building used for the artistic, cultural, educational or other exhibition of materials, artifacts, and resources which are presented or made available to the public.

School, elementary or middle. A civic use where buildings and facilities are used for the education and instruction of K through 8 students.

School, secondary. A civic use where buildings and facilities are used for the education and instruction of 9 through 12 students.

School, college or university. A civic use where buildings and facilities are used for the education and instruction of post secondary.

- (3) *Service uses.* The service use category is for businesses engaged in the exchange of professional skills, advice, personal care or other resources, and the nature of the exchange generally requires frequent interactions with the clients, customers or patrons on the premises, and where lots or buildings may require access or exposure to the public-at-large.

Adult care, home. A residence or facility wherein adult day services are provided for less than four adults.

Adult care facility. A program of structured and monitored social, manual, physical, and intellectual services and activities provided in a supervised, ambulatory (including wheelchairs) setting outside an individual's own home, directed toward adults who do not require 24-hour institutional care but who, because of physical or mental impairment (including social isolation) require services in a group setting for the purpose of achieving or maintaining self-sufficiency, preventing or remedying neglect, abuse, or exploitation, and preventing or reducing inappropriate institutional care. Adult day services will constitute a home occupation if conducted in a residence, and in accordance with Hastings City Code Section 34-302.

Automobile service station—Limited. A service use engaged in the retail sale of fuel, and may include accessory sales of lubricants, accessories, repair services, or maintenance services. This use is limited to no more than two fuel pump islands and no more than eight fueling stations.

Automobile service station—General. A service use engaged in the retail sale of fuel, and may include accessory sales of lubricants, accessories, repair services, or maintenance services, or accessory convenience retail. This use is limited to no more than four fuel pump islands and no more than 16 fueling stations.

Automobile service station—Large-scale. A service use engaged in the retail sale of fuel, and may include accessory sales of lubricants, accessories, repair services, or maintenance services, or accessory convenience retail. This use may have more than four fuel pump islands and more than 16 fueling stations.

Automobile repair—Limited. A service use engaged in the repair, maintenance, or condition of motor vehicles and including the accessory sales of lubricants, parts, or accessories, where the scale of the business and design of the site is such that no outside overnight storage of vehicles or equipment is required.

Automobile repair—General. A service use engaged in the repair, maintenance, or condition of motor vehicles and including the accessory sales of lubricants, parts, or accessories. Where outside overnight storage of vehicles or equipment may be required.

Bank. A service use providing financial services to the general public, including associated office and customer service facilities.

Child care, home. A service use wherein there is provided for up to eight children, as a secondary use within a residential dwelling, any care, supervision, custody, control or other services in lieu of parental supervision, for compensation.

Child care facility. A service use wherein there is provided for children, as a principal or as an accessory use of non-residential buildings, any care, supervision, custody, control or other services in lieu of parental supervision, for compensation.

Halfway house, quasi-institutional use. Shall be described as a licensed home by the State of Nebraska or the United States Government, for individuals on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, living together as a single housekeeping unit, wherein supervision, rehabilitation, re-employment and counseling are provided to mainstream residents back into society, enabling them to live independently.

Kennel, commercial. An establishment where any combination of more than four dogs or cats are bred, boarded, trained, or sold. Any dog or cat which is younger than four months old, shall not be counted towards the four-animal limit. A veterinary clinic shall not be considered to be a kennel for purposes of this chapter.

Lodging, bed and breakfast. A service use where up to six guest rooms are rented, generally for short-term occupancy for sleeping, together with limited facilities for the accommodations of guest in a home-like atmosphere.

Lodging, rooming house. A service use where more than six guest rooms are rented, generally for short-term occupancy for sleeping, together with limited facilities for the accommodations of guest in a home-like atmosphere.

Lodging, hotel. A building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged, with or without meals.

Lodging, motel. A building containing one or more sleeping rooms to be rented on a daily basis, primarily to the motoring public, together with recreation space, restaurants, clubs, or other related accessory uses including meeting room and banquet facilities.

Medical office. A service use where physicians, dentists, or other health care professionals carrying on their professions. A medical office may include a dental or medical laboratory, but may not include in-patient care or operating rooms for major surgery and may not be open for after-hours emergency care.

Medical clinic. A service use where physicians, dentists, or other health care professionals are associated for the purpose of carrying on their professions. A health clinic may include a dental or medical laboratory, after hours emergency care, but it may not include in-patient care or operating rooms for major surgery.

Medical hospital. A service use providing health services, primarily for inpatients, and medical or surgical care of the sick or injured, including as an integral part of the institution, such related facilities as laboratories, outpatient departments, training facilities, central service facilities and staff offices.

Nursing home/assisted living. Any structure used or occupied by persons recovering from illness or suffering from infirmities of old age in a group care setting.

Professional services office. A service use where individuals with specialized knowledge provide planning, advice, technical aid to the general public. Examples include doctor of medicine, engineer, lawyer, accountant, insurance agent or other similar professional services.

Self storage. A self-service storage facility designed to provide dead storage for families and small businesses only.

Veterinary office. A Service use where domestic animals are cared for in an office environment and any boarding areas is only accessory to the primary use of the facility for ordinary care and treatment of domestic animals.

Veterinary hospital. A service use where animals are admitted for examination, treatment, or health care by a doctor of veterinary medicine, which may include boarding and other facilities associated with longer term care or extraordinary treatments.

- (4) *Employment uses.* The employment use category is for businesses engaged in administrative, clerical, and professional operations and support, where products or services are of the nature that generally do not require daily on-premises interactions with the clients, customers or patrons, and where lots and buildings are not primarily designed to maximize exposure to the public-at-large.

Home occupation. Any occupation or activity carried on within a dwelling unit by a member(s) of the family residing on the premises, which occupation or activity is incidental and secondary to the residential occupancy and does not change the residential character thereof. The regulations pertaining to home occupations can be found in Section 34-302.

Office—Limited. An employment use which is limited and associated with another use, and generally involves less than 2,000 square feet of office space, and where each owner or tenant typically employs less than ten employees on premises.

Office—Small. An employment use which is not an accessory to another use, but limited individual units of gross leasable area are less than 3,500 square feet, and where each owner or tenant typically employs less than 20 employees on premises. Examples include small-scale professional service offices such as accountants, architects, insurance, law, real estate, or other similar businesses which can operate within the unit square footage and employee limits of this category.

Office—General. An employment use where individual units of gross leasable area are between 3,500 and 20,000 square feet, and where each owner or tenant typically employs between 20 and 100 employees on premises. Examples include large professional service offices such as accountants, architects, insurance, law, real estate, or other similar businesses which exceed the office—limited category, or other moderate size business or corporate employment operations.

Major office or office complex. An employment use where individual units of gross leasable area may be more than 20,000 square feet in a single building or group of buildings, and each owner or tenant may typically employ more than 100 employees on premises. Examples include major professional service firms or large corporate offices.

- (5) *Commercial and retail uses.* The commercial use category is for businesses engaged in the exchange of merchandise for general consumers, and nature of the exchange generally requires frequent interactions with the clients, customers or patrons on the premises, where lots or buildings are primarily designed for exposure to the public-at-large.

Convenience retail, automobile (< 5K). A commercial use primarily engaged in the small-scale sale of household merchandise and general consumer products and involving less than 5,000 square feet of gross leasable area. Convenience retail, automobile uses are characterized by a target market based on high-traffic roadways, or are an associated accessory to an employment or service business.

Convenience retail/corner store (< 2K). A commercial use primarily engaged in the small-scale sale of household merchandise and general consumer products and involving less than 2,000 square feet of gross leasable area. Convenience retail/corner store uses are characterized by a target market area of less than ¼ mile radius for most of its on-premises sales or are associated accessory to an employment or service business.

Neighborhood retail (< 5K). A commercial use primarily engaged in the small-scale sale of household merchandise and general consumer products and involving less than 5,000 square feet of gross leasable area. Neighborhood retail uses are characterized by a target market area of less than ½ mile radius for most of its on-premises sales.

General retail (5K—20K). A commercial use primarily engaged in the sale of household merchandise, specialty merchandise, and consumer products and involving between 5,000 and 20,000 square feet of gross leasable area. General retail uses are characterized by a target market area of less than one-mile radius for most of its on-premises sales.

Large-scale retail (20K—100K). A commercial use primarily engaged in the sale of household merchandise, specialty merchandise or general consumer products and involving between 20,000 and 100,000 square feet of gross leasable area. Large-scale retail uses are characterized by a target market area that may be greater than one-mile radius for its on-premises sales.

Warehouse retail (> 100K). A commercial use primarily engaged in the sale of household merchandise, specialty products, general consumer products, or wholesale products and involving greater than 100,000 square feet of gross leasable area. Warehouse retail uses are characterized by a target market area more than one-mile radius for most of its sales.

Grocery store (< 45,000K). A commercial use engaged in the retail sale of a broad range of food products and limited household products for consumption off premises, although some limited areas may be dedicated to the on-premises sale and consumption of food. A grocery store involves less than 45,000 square feet of gross leasable area and is characterized by a target market of less than one-mile radius.

Supermarket (> 45,000[K]). A commercial use engaged in the retail sale of a broad range of food and household products for consumption off premises, although some limited areas may be dedicated to the on-premises sale and consumption of food. A supermarket typically involves more than 45,000 square feet of gross leasable area and is characterized by a target market of greater than one-mile radius.

Indoor entertainment and recreation business. A service use where facilities for indoor sports, entertainment, or similar recreation opportunities for participants or spectators are offered as a business. Examples of uses include roller skating rinks, movie theaters, or fitness clubs.

Outdoor entertainment and recreation business. A service use where facilities for outdoor sports, entertainment, or similar recreation opportunities for participants or spectators are offered as a business. Examples race tracks, driving ranges, or other similar grounds.

Entertainment, venue. A Service use where floor shows or other forms of entertainment, performances or presentations by persons are provided for guests, which may include accessory dining, bar, and similar refreshment services. Examples include concert halls, dinner theaters, or banquet halls, or auditoriums.

Outdoor sales, limited. The limited display of merchandise on a sidewalk or an exterior private area of a site associated with an otherwise permitted commercial use. This display is further limited by the following: (1) it only occurs during regular business hours and is brought indoors; (2) is limited in extent to less than ten percent of the entire merchandise area of the commercial use; and (3) it is limited to seasonal sales or events lasting no longer than one-week at a time with at least four weeks between consecutive events.

Outdoor sales, seasonal. The limited display of merchandise on a sidewalk or an exterior private area of a site associated with an otherwise permitted commercial use. This display is further limited by the following: (1) it only occurs during regular business hours and is brought indoors; (2) is limited in extent to less than 20 percent of the entire merchandise area of the commercial use; and (3) it is limited to

seasonal sales or events lasting no longer than one month at a time with at least two months between consecutive events.

Outdoor sales, yard. The display and sale of merchandise where the primary business is generated by merchandise displayed permanently and year-round on an exterior portion of the site.

Outdoor market (farmers market). A special event outdoor sales of products that are produced off-site by a number of different merchants, typically farm or craft products.

- (6) *Industrial uses.* The industrial use category is for businesses engaged in manufacturing, fabrication, warehousing, processing, wholesale or disposal of goods, products and component parts, and services related to these businesses. These uses typically belong in a special district due to their inability to blend with the uses from other use categories, except when occurring at the smallest scale.

Grain storage elevator. A facility used for the storage, exchange, processing and distribution of grain.

Manufacturing, limited. An industrial use where small-scale activities produce no by products such as smoke, odor, dust or noise discernable from the outside of the building in which it is located. Individual facilities typically occupy less than 10,000 square feet of gross leasable area, it requires no outside storage, and distribution and deliveries are commonly made by general consumer delivery services, requiring no significant truck access. A retail, showroom, or service component is often associated with the use. Examples include artist studios, metal and wood shops, arts and crafts manufacturing, small appliance or machine repairs, or other small-scale assembly of finished parts or products from previously prepared materials.

Manufacturing, light. An industrial use whereby products such as smoke, odor, dust or noise are not discernable from outside of the building in which it is located. It requires no outdoor storage or operations to occur, and where distribution and deliveries can occur from general consumer delivery services or limited commercial truck access. Examples include research labs or facilities, small electronics or computer assembly and manufacturing, furniture assembly.

Manufacturing general. An industrial use whereby products such as smoke, odor, dust or noise are not discernable from beyond the property boundary. Limited outdoor storage or materials may occur, and operations may require substantial commercial vehicle access for distribution and deliveries. Examples include large-scale non-animal food processing, commercial warehouses or wholesale distribution centers.

Manufacturing, heavy. An industrial use capable of producing significant by products discernable from outside the building and property including noise, odors, or other potentially offensive materials. It includes outdoor storage of materials and operations may require substantial commercial vehicle access for distribution and deliveries. Examples include food-processing involving animals, metal or chemical manufacturing, impoundment yards.

Impound yard. A place where the primary use is the storage or parking of operating or non-operating vehicles for longer than 48 hours, including, but not limited to, the following: (1) the storage of private parking towed-away vehicles; or (2) the long-term storage of vehicles with consent of the owner.

Recycling collection and processing. An industrial use where land and buildings are used for the public drop-off, storage, and packaging of recyclable materials. Processing may occur on site, or materials may be shipped to other industrial sites for further processing.

Salvage yard/junkyard. Any lot, or portion of a lot, which is used for the purpose of the outdoor storage, handling, dismantling or wrecking of abandoned airplanes, appliances, vehicles, boats, building and building materials, machinery, equipment, or parts thereof, including but not limited to, scrap metals, wood, lumber, plastic, fiber, or other tangible materials as defined in this subsection under "junk."

Slaughter house/meatpacking. A manufacturing use where live animals are temporary boarded for processing and distribution as food or other byproducts.

Storage or sale of liquid petroleum. A manufacturing use where storage, processing and sale of large quantities of combustible or flammable fuels may be present on the premises, and where frequent truck traffic is necessary for the safe distribution of products.

Warehouse storage/bulk storage. A structure containing an area whose primary purpose is storing commercial, industrial or private personal property, which may or may not include associated office space.

Wholesale. A merchant or middleman who sells chiefly to retailers, other merchants, or industrial, institutional and commercial users mainly for resale or business use.

- (7) *Agriculture and natural resource uses.* The agriculture use category is for uses that are commonly associated with an agrarian or rustic lifestyle, and which demand little or no public infrastructure or services.

Limited agriculture (AR). The production of grain, animals, food and fiber on a small scale where any impacts on potential adjacent property from storage, operations, and equipment can be internalized into the site or buffered from abutting areas, typically not occurring on lots or parcels larger than ten acres.

General agriculture. The production of grain, animals, food and fiber; the science and art of farming and ranching; and the work of cultivating the soil, producing crops and raising livestock. General agriculture specifically excludes concentrated feeding operation where animals are confined, fed and maintained for 45 consecutive days or more in any 12-month period.

Aquaculture. The raising, feeding, planting, and harvesting of fish, shellfish or water home plants, and associated facilities necessary for the use.

Feed lot.

- (a) Any tract of land or structure wherein any type of fowl or the by-products thereof are raised for sale at wholesale or retail.
- (b) Any structure, pen or corral wherein cattle, horses, sheep, goats, swine, fowls or other animals maintained in close quarters for the purpose of fattening and confinement feeding of such livestock or fowl for final shipment to market.

Natural resource extraction. The growth, harvesting, cultivating land preparation of plants or other products of the land for distribution and sale as raw material in some other manufacturing process.

Nursery. The use of land and facilities for growing trees and plants for the retail or wholesale distribution on the premises. Examples include tree farms, orchards, or commercial greenhouses.

Stable, public. A business engaged in the keeping of horses, ponies, mules or cows for others.

- (8) *Public service uses.* The public service use category is for business or government entities engaged in serving a broad and general public and community interest to enhance general health, safety, welfare and convenience for landowners and residents. This category is based on the need of different kinds and classes of buildings in close proximity with other uses, which can be buffered from these areas with the appropriate site design, or alternatively which can be located in special purpose districts and still serve the public interest.

Air field. An area constructed for the purpose of serving as a location for small airplanes or similar aircraft to land and take off.

Heli-stop. A hard-surfaced area constructed for the purpose of serving as a location for helicopters to land and take off.

Public parking lot. A parking area available for public use whether free, for compensation or as an accommodation for clients or customers.

Public recreation grounds. Structures used primarily for participation by the public in athletic activities such as tennis, handball, racquetball, basketball, and other court games; jogging, track and field, baseball, football, soccer, and other field games; skating, swimming, or golf. Recreational facilities shall include country clubs and athletic clubs; it shall not include facilities accessory to a private residence used only by the owner and guest, nor shall it include arenas or stadia used primarily for spectators to watch athletic events.

Public utility plant. A public service use where land is used for the concentrated location of fixed equipment necessary to serve large areas with utility service, including operations of the utility other accessory buildings and facilities essential to the operation of the equipment, distribution, and processing associated with the utility. Examples include sewage treatment plant, electric supply plant, water supply plant, or sanitary landfill.

Public utility substation. A public service use where land is used for equipment necessary to serve adjacent areas with utility services, which facilitates are typically unmanned except for during ordinary maintenance.

Cemetery. An area where land is used for the burial of the deceased, both human and animals, and dedicated for internment purposes, including columbaria, crematoria, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

Small wind energy systems. Facilities used to generate energy from wind as a use accessory to other permitted structures on the premises.

Large scale wind generator (wind farms). Any wind generator facilitates that do not qualify for small scale wind energy systems according to the standards of these regulations.

Telecommunication facilities and support structures. Any unmanned facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service (PCS), and paging service. A telecommunication facility can consist of one or more antennas and accessory equipment or one base station, and supporting structures.

All words and phrases shall have their ordinary and customary meanings unless the context of the word or phrase indicates otherwise.

(Ord. No. 4233-11/2009, 4309 -10/2011, 4354 -7/2013 and 4416 -11/2014; Ord. No. 4698 , § 1, 3-14-2022)

Sec. 34-105. District map adopted; interpretation of district boundaries.

Boundaries of the districts, as enumerated in Section 34-107, are hereby established as shown on a map prepared for that purpose, which map is hereby designated as the zoning district map. Said zoning district map reflects the zoning as of June 4, 2004, and all the notations, references and information shown thereon is hereby made as much a part of these regulations as if the same were set forth in full herein. The extraterritorial jurisdiction of the City is shown on the two mile area zoning map shows the extra territorial zoning jurisdiction of the City as of July 12, 2004, and all the notations, references and information shown thereon is hereby made as much a part of these regulations as if the same were set forth in full herein. The Planning Commission shall keep on file in the office of the Development Services Director, an authentic copy of said maps, and all changes, amendments or additions thereto.

When definite distances in feet are not shown on the maps, the district boundaries are intended to be along existing street, alley or platted lot lines, or extensions of the same, and if the exact location of such line is not clear, it shall be determined by the Development Services Director, due consideration being given to location as indicated by the scale of the maps.

When streets or alleys on the ground differ from the streets or alleys as shown on the maps, the Development Services Director may apply the district designations on the map to the streets or alleys on the ground in such a manner as to conform to the intent and purposes of the chapter.

Whenever any street or alley is vacated, the particular district in which the adjacent property lies shall be automatically extended to apply to that portion of the vacated street or alley.

(Ord. No. 3961-8/2004 and 4233-11/2009)

Sec. 34-106. Application of regulations.

Except as hereinafter provided:

- (1) No building, structure, land or water area shall hereafter be used or occupied, and no building, structure, or part thereof shall hereafter be erected, constructed, reconstructed, moved, repaired or structurally altered except in conformity with the regulations specified in this chapter for the district in which it is located.
- (2) No building or other structure shall hereafter be erected or altered:
 - (a) To exceed the height and area restrictions of this chapter.
 - (b) To accommodate or house a greater number of families than permitted by this chapter.
 - (c) To occupy a greater percentage of lot area than permitted by this chapter.
 - (d) To leave narrower or smaller rear yards, front yards, side yards, space between portions of buildings or structures, or other open space than required by this chapter.
- (3) No part of a yard, or other open space, or off-street parking or loading space required in connection with any building or structure for the purpose of complying with this chapter shall be included as part of a yard, open space, or off-street parking or loading space similarly required of any other building or structure; or as otherwise provided in this chapter.
- (4) No yard, open space, space between portions of buildings or structures, or lot existing at the time of passage of this chapter shall be reduced in dimension or area below the minimum requirements herein set forth.
- (5) Within each district, the regulations set by this chapter shall be minimum regulations and shall apply uniformly to each class or kind of building, structure, land, or water area.

(Ord. No. 4233-11/2009)

Sec. 34-107. Districts enumerated.

For the purpose of regulating and restricting the use of land and the erection, construction, reconstruction, alteration, moving or use of buildings, structures, or land, all lands within, and all lands two miles beyond and adjacent to, the City are hereby divided into various districts.

Districts are classified in six general categories according to use—Adams-Hastings Joint Use, Agricultural, Residential, Business, Industrial, Special Issue Districts including planned, flood and airport. Excluding Agricultural

and Adams-Hastings Joint Use, the most restrictive type of use is R-1 Single Family Dwelling District and each subsequent classification throughout the Residential, Commercial, Industrial categories is considered a less restrictive use or a lesser classification.

- (1) *Adams-Hastings Joint Use District.*
 - (a) District AHD, Adams-Hastings Joint Use District.
- (2) *Agricultural District.*
 - (a) District A, Agricultural District.
- (3) *Residential Districts.*
 - (a) District R-1 Urban Single Family Residential District.
 - (b) District R-1A Single Family Large Lot Residential District.
 - (c) District R-1S Single Family Suburban Acreage Residential District.
 - (d) District R-2 Mixed-density Neighborhood District.
 - (e) District R-3 Multiple-Family Residential District.
 - (f) District R-4 Urban Neighborhood District.
- (4) *Business Districts.*
 - (a) District C-O Commercial Office Non-Retail District.
 - (b) District C-1 Local Business District.
 - (c) District C-2 Central Business District.
 - (d) District C-3 Commercial District.
 - (e) District CMP Institutional Campus District.
- (5) *Industrial Districts.*
 - (a) District I-1 Light Industrial District.
 - (b) District I-2 Heavy Industrial District.
- (6) *Special issue Districts.*
 - (a) PD Planned District.
 - (b) FD Flood Hazard District.
 - (c) AP Airport District.

Any of the above enumerated districts, except District A and District AHD, may be supplemented by the addition of the letter "P" after the existing prefix "R", "C", or "I", such letter "P" denoting a planned district under procedures set out in Article II. Any use not listed herein may be placed in a suitable district classification by the City Council after recommendation of the Planning Commission for planned districts based on a finding that it furthers the comprehensive development plan, supports the intent and applicability of the zoning district, and promotes sound planning and urban design principles through the specific standards association with the planned district.

(Ord. No. 4233-11/2009 and 4342 -3/2013)

Sec. 34-108. Comprehensive development plan.

Where these regulations refer to the comprehensive development plan, land use categories, or future land use maps, this shall include maps associated with the officially adopted comprehensive development plan for the City, on file with the City Clerk. It shall include any additional specific plans, policies or programs officially adopted under the guidance of that plan. The maps shall be interpreted as follows:

- (1) The maps are a general framework and guide for decision-making, and do not pre-determine any specific use of land or buildings, or application of any zoning category.
- (2) The maps shall be interpreted and future zoning shall be in accordance with the concepts, policies, principles and strategies in the plan, including descriptions of categories of land, development patterns, or other planning and urban design elements of the plan when taken as a whole.
- (3) Specific area plans, whether adopted by the City or proposed by private parties in accordance with these regulations, may be interpreted as an amendment or further refinement of the future land use map provided that plan is determined by the Planning Commission to be consistent with the comprehensive development plan.

(Ord. No. 4233-11/2009)

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #6
Hastings Municipal Code Sec. 34-200
(Reference pg. 2)

Sec. 34-200. Uses and districts table.

TABLE 200-1: USES AND DISTRICTS														
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2
Residential Uses														
Detached dwelling	P	P	P	P	P	P	P	P	P		P			
Semi-attached dwelling					P	P	P	P	P		P			
Attached dwelling						P	P	P	P		P			
Multi-dwelling building						P	P	P	P		P			
Live/Work units							P	P	P	P				
Mixed-use dwelling							C			P		P		
Group housing		C	C	C	C	C	C				C			
Type A & B manufactured housing	P	P	P	P	P	P	P	P	P		P			
Mobile home court	C												C	C
Mobile home, accessory	C													
Detached dwelling, accessory	C													
Civic Uses														
Assembly, neighborhood	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Assembly, community								C	C	C	C	C	C	C
Eleemosynary or philanthropic institution.						C		C	C	P	P	P		
Golf course/Clubhouse (non-business)	P	P	P	P		C						P		
Public park/Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public museum or library	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School, elementary	P	P	P	P	P	P	P	P	P			P		
School, secondary	R	R	R	R	R	R	R	R	R			P		
School, college or university	P					P						P		
Recreational vehicle park	C										C		C	C
Recreational vehicle, temporary use	R										R		R	R
Temporary structure, temporary use	P	R	R	R	R	R	R			P	P	P	P	P

Service Uses															
Adult care, home	C	C	C	C	C	C	C	C	C	C	C	C	P		
Adult care facility								P	P	P	P	P			
Automobile service station, limited								C	P	P	P	P	P	P	P
Automobile service station, general											P	P	P	P	P
Automobile service station, large-scale											P	P	P	P	P
Automobile repair, limited								C	C	C	P	P	P	P	P
Automobile repair, general										C	P		P	P	
Bank								P	P	P	P	P	P	P	P
Child care, home	R	R	R	R	R	R	R	R	R	R	R	R	P		
Child care facility					R	R		P	P	P	P	P	P	P	P
Halfway house, quasi-institutional use														C	C
Kennel, commercial	C										C			C	C
Lodging, bed and breakfast	C	C	C	C	C	C	C	C	C	C					
Lodging, rooming house						C				P	P	P	P		
Lodging, hotel											P	P	P	P	P
Lodging, motel												P	P	P	P
Medical office	C							P	P	P	P	P			
Medical clinic	C							P	P		P	P	C	C	
Medical hospital	C							P	P			P	C	C	
Nursing home/Assisted living	C	C	C	C	C	C	C	P	P	C	P	P			
Professional services office								P	P	P	P	P	P	P	P
Self storage, storage areas								C		R	C		C	C	
Veterinary office	P							P	P	P	P		P	P	
Veterinary hospital	P										C		C	C	
Employment Uses															
Home occupation	R	R	R	R	R	R	R	R	R	R	R	R			
Office, limited						C	C	P	P	P	P	P	P	P	P
Office, small							C	P	P	P	P	P	P	P	P
Office, general									C	P	P	P	P	P	P

Office complex/campus											C	P	P	P	P
Commercial and Retail Uses															
Convenience retail, automobile (< 5K s.f.)								C				P	P	P	P
Convenience retail, corner store (< 2K s.f.)								C	P	P	P	P	P	P	P
Neighborhood retail (< 5K s.f.)										P	P	P	P	P	P
General retail (5Ks.f.—20Ks.f.)											P	P	C	P	P
Large-scale retail (20Ks.f.—100K s.f.)											C	P	C	P	P
Warehouse retail (> 100K s.f.)												P		P	P
Neighborhood grocery (< 45K s.f.)										P	P		P		
Supermarket (> 45K s.f.)												P	C	P	P
Indoor entertainment & Rec. business											P	P	C	P	P
Outdoor entertainment & Rec. business	C											C	C	C	C
Entertainment venue	C											C	C	C	C
Outdoor sales, limited											C	P	P	P	P
Outdoor sales, seasonal											C	C	C	C	C
Outdoor sales, yard													P	P	P
Mobile vendor, temporary use												R	R	R	R
Outdoor market (Farmers market)												P			
Restaurant											P	P	P	P	P
Industrial Uses															
Grain storage elevator	P													P	P
Manufacturing, limited									C	C	C	P	P	P	P
Manufacturing, light											C	C	C	P	P
Manufacturing, general														P	P
Manufacturing, heavy															P
Impound yard														C	C
Recycling collection and processing														C	P
Salvage yard/Junkyard														C	C
Slaughterhouse/Meat packing	C														C
Storage or sale of liquid petroleum	C														P

Warehouse storage/Bulk storage	C													P	P
Wholesale														P	P
Agriculture and Natural Resource Uses															
Agriculture, limited	R		R												
Agriculture, general	P														
Aquaculture	C														
Feed lot	C														
Natural resource extraction	C														
Nursery	P	C	C										P	P	
Stable, public	P												P	P	
Public Service Users															
Airfield	C	C	C	C											C
Heli-stop	C	C	C	C				C	C					C	C
Public parking lot						C	C	C	C	C	C	C	C	C	C
Public recreation grounds	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Public utility plant	C													C	C
Public utility sub-station	C	C	C	C	C	C	C	C	C	C	C	C		C	C
Cemetery	C										C	C		C	
Small wind energy systems	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Large scale wind generator (Wind farms	C													C	C
Telecommunication facilities and support structures	C							C	C	C	C	C		R	R

Key:

P = Permitted, allowed subject to general district standards

R = Restricted, allowed subject to specific use standards

C = Conditional, allowed subject to discretionary review

* Permitted use within the A District outside the City Limits, conditional use within A District within the City Limits.

(Ord. No. 4342 -3/2013; Ord. No. 4674 , § 2, 11-8-2021)

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #7
Protex Fire Alarm & Fire Extinguisher Inspection Report
(2022)

2022 INSPECTION

Western Alternative Corrections Inc

101 South Hastings, Hastings, NE 68901



DISCLAIMER: This TOTALREPORT inspection and systems layout documentation has been assembled and prepared based on information furnished to Protex Central by the customer and its representatives up to and including the inspection date. The information in this report has been obtained from sources believed to be reliable and accurate. While we do not doubt its accuracy, we cannot completely and firmly verify it and thus make no guarantee, warranty, or representation about it other than what we have been able to verify. Additionally, this report, and enclosed graphic layouts do not reflect any changes to the premises subsequent to the date listed on the report, or any changes to the documents furnished to Protex Central subsequent to this date.

Account: Western Alternative Corrections Inc
Address: 101 South Hastings, Hastings, NE 68901

Inspection Provider: Protex Central
Lead Inspector: Jim Mooney (402) 705-6121
Assistant Inspector:
Scope: Partial
Frequency: 1st Semi-Annual
Account Manager: (800) 274-0888

Fire Alarm 1st Semi-Annual Inspection Summary

Result Totals

Devices	Horn Strobe	Power Supply	Pull Station	Smoke Detector	Strobe	Tamper	Waterflow sprinkler
Passed	7	1	5	-	-	3	1
Mitigated	-	-	-	-	-	-	-
New - Passed	-	-	-	-	-	-	-
Failed	-	-	-	-	-	-	-
Removed	-	-	-	-	-	-	-
Not Inspected	7	-	-	13	21	-	-
Total	14	1	5	13	21	3	1

Panel Information

Type	100 - FACP
Location	1st Floor by check in desk
Model	notifier
Manufacturer	nfs-320
Voltage	120

This inspection was performed on 1/20/2022 in accordance with applicable requirements.

1st Floor Fire Alarm Results

Number	Type	Zone/Address	Manufacturer	Model	Location	Date	Result	Comments
1	Pull Station	m002	nbg-12lx		e. exit upper level	1/20/2022 9:18 AM	Passed	
2	Pull Station	m003	nbg-12lx		s. exit upper level	1/20/2022 9:18 AM	Passed	
3	Pull Station	m005	nbg-12lx		e. exit lower level	1/20/2022 9:19 AM	Passed	
4	Pull Station	m006	nbg-12lx		s. exit lower level	1/20/2022 9:19 AM	Passed	
5	Pull Station	m007	nbg-12lx		w. exit lower level	1/20/2022 9:19 AM	Passed	
6	Smoke Detector	d001	fapt 851		staff office by panel upper level	1/20/2022 8:04 AM	Not Inspected	
7	Smoke Detector	d002	fapt 851		rm. 206	1/20/2022 8:04 AM	Not Inspected	
8	Smoke Detector	d003	fapt 851		rm. 205	1/20/2022 8:04 AM	Not Inspected	
9	Smoke Detector	d004	fapt 851		rm 204	1/20/2022 8:04 AM	Not Inspected	
10	Smoke Detector	d005	fapt 851		rm. 203	1/20/2022 8:04 AM	Not Inspected	
11	Smoke Detector	d006	fapt 851		rm. 202	1/20/2022 8:04 AM	Not Inspected	
12	Smoke Detector	d007	fapt 851		exec. office rm. 201	1/20/2022 8:04 AM	Not Inspected	
13	Smoke Detector	d008	fapt 851		rm. 101 womens bedroom	1/20/2022 8:04 AM	Not Inspected	
14	Smoke Detector	d009	fapt 851		rm. 102	1/20/2022 8:04 AM	Not Inspected	
15	Smoke Detector	d010	fapt 851		rm. 101 mens bedroom	1/20/2022 8:04 AM	Not Inspected	
16	Smoke Detector	d011	fapt 851		laundry room lower	1/20/2022 8:04 AM	Not Inspected	
17	Smoke Detector	d012	fapt 851		laundry rm. upper	1/20/2022 8:04 AM	Not Inspected	
18	Smoke Detector	d013	fapt 851		lower level by k4	1/20/2022 8:04 AM	Not Inspected	
19	Tamper	m012	pcvs-2	potter	outside e. of bldg.	1/20/2022 9:22 AM	Passed	PIV
20	Waterflow sprinkler	m008	vsr	potter	mech. rm. basement	1/20/2022 9:22 AM	Passed	:40second flow time
21	Tamper	m009	rbvs	potter	mech. rm. basement	1/20/2022 9:22 AM	Passed	
22	Tamper	m010	rbvs	potter	mech. rm. basement	1/20/2022 9:22 AM	Passed	
23	Horn Strobe		pc2w	sys. sens.	by basement stairs	1/20/2022 9:21 AM	Passed	
24	Horn Strobe		pc2w	sys. sens.	basement storage rm.	1/20/2022 8:04 AM	Not Inspected	
25	Horn Strobe		pc2w	sys. sens.	hall by counseling basement	1/20/2022 8:04 AM	Not Inspected	
26	Horn Strobe		pc2w	sys. sens.	by basement laundry	1/20/2022 8:04 AM	Not Inspected	
27	Horn Strobe		pc2w	sys. sens.	by basement mech. rm.	1/20/2022 8:04 AM	Not Inspected	
28	Horn Strobe		pc2w	sys. sens.	womens t. v. area no. 1st floor	1/20/2022 9:21 AM	Passed	
29	Horn Strobe		pc2w	sys. sens.	womens t. v. area so. 1st floor	1/20/2022 9:21 AM	Passed	
30	Horn Strobe		pc2w	sys. sens.	mens t. v. area 1st floor	1/20/2022 8:04 AM	Not Inspected	
31	Horn Strobe		pc2w	sys. sens.	mens t. v. area no. 2nd floor	1/20/2022 9:20 AM	Passed	
32	Horn Strobe		pc2w	sys. sens.	hall by rm. 202	1/20/2022 9:20 AM	Passed	
33	Horn Strobe		pc2w	sys. sens.	2nd floor laundry	1/20/2022 8:04 AM	Not Inspected	
34	Horn Strobe		pc2w	sys. sens.	mens t. v. area so. 2nd floor	1/20/2022 9:20 AM	Passed	
35	Horn Strobe			sys. sens.	outside s. e. corner of bldg.	1/20/2022 8:04 AM	Not Inspected	
36	Horn Strobe		pc2w	sys. sens.	1st floor by fiduciary	1/20/2022 9:19 AM	Passed	
37	Strobe		s1224mcw	sys. sens.	womens public r. r. 1st floor	1/20/2022 8:04 AM	Not Inspected	
38	Strobe		scw	sys. sens.	rm. 101	1/20/2022 8:04 AM	Not Inspected	
39	Strobe		s1224mcw	sys. sens.	womens r. r. 1st floor	1/20/2022 8:04 AM	Not Inspected	
40	Strobe		s1224mcw	sys. sens.	womens laundry	1/20/2022 8:04 AM	Not Inspected	

Number	Type	Zone/Address	Manufacturer	Model	Location	Date	Result	Comments
41	Strobe		scw	sys. sens.	rm. 102	1/20/2022 8:04 AM	Not Inspected	
42	Strobe		scw	sys. sens.	rm. 101	1/20/2022 8:04 AM	Not Inspected	
43	Strobe		scw	sys. sens.	mens t. v. rm	1/20/2022 8:04 AM	Not Inspected	
44	Strobe		s1224mcw	sys. sens.	mens r. r.	1/20/2022 8:04 AM	Not Inspected	
45	Strobe		scw	sys. sens.	rm. 201	1/20/2022 8:04 AM	Not Inspected	
46	Strobe		scw	sys. sens.	rm. 202	1/20/2022 8:04 AM	Not Inspected	
47	Strobe		scw	sys. sens.	rm. 203	1/20/2022 8:04 AM	Not Inspected	
48	Strobe		scw	sys. sens.	rm. 204	1/20/2022 8:04 AM	Not Inspected	
49	Strobe		scw	sys. sens.	rm. b7	1/20/2022 8:04 AM	Not Inspected	
50	Strobe		s1224mcw	sys. sens.	rm. b6 r. r.	1/20/2022 8:04 AM	Not Inspected	
51	Strobe		s1224mcw	sys. sens.	rm. b8 r. r.	1/20/2022 8:04 AM	Not Inspected	
52	Strobe		scw	sys. sens.	rm. 205	1/20/2022 8:04 AM	Not Inspected	
53	Strobe		scw	sys. sens.	rm. 206	1/20/2022 8:04 AM	Not Inspected	
54	Strobe		s1224mcw	sys. sens.	staff r. r.	1/20/2022 8:04 AM	Not Inspected	
55	Strobe		s1224mcw	sys. sens.	staff stairwell	1/20/2022 8:04 AM	Not Inspected	
56	Strobe		s1224mcw	sys. sens.	mens public r. r. 1st floor	1/20/2022 8:04 AM	Not Inspected	
57	Strobe		system sensor	sw	shower next to rm 04	1/20/2022 8:04 AM	Not Inspected	
100	FACP		nfs-320	notifier	by check in desk	1/20/2022 8:30 AM	Passed	AC power-Laundry rm. panel brkr. #10
101	Power Supply		fcps-24s8	notifier	next to facp	1/20/2022 8:31 AM	Passed	

	● 10	▲ 20	☆ 30	▽ 40	▽ 50	
■ 1	● 11	✓ 21	☆ 31	▽ 41	▽ 51	
■ 2	● 12	✓ 22	☆ 32	▽ 42	▽ 52	
■ 3	● 13	☆ 23	☆ 33	▽ 43	▽ 53	
■ 100	● 14	☆ 24	☆ 34	▽ 44	▽ 54	
□ 101	■ 5	● 15	☆ 25	☆ 35	▽ 45	▽ 55
	● 6	● 16	☆ 26	☆ 36	▽ 46	▽ 56
	● 7	● 17	☆ 27	▽ 37	▽ 47	▽ 57
	● 8	● 18	☆ 28	▽ 38	▽ 48	
	● 9	✓ 19	☆ 29	▽ 39	▽ 49	

■ FACP
▽ Strobe

Passed = Green

☆ Horn Strobe
✓ Tamper

Mitigated = Green

□ Power Supply
▲ Waterflow sprinkler

Failed = Red

■ Pull Station

● Smoke Detector

Not Tested = Blue

Battery Results

Panel Number	Type	Parent Location	Position	Voltage	Result	Comments	Date
100	12V 18AH	1st Floor by check in desk	Right	13.7	Passed	Dated 6/21	1/20/2022 8:30 AM
100	12V 18AH	1st Floor by check in desk	Left	13.7	Passed	Dated 6/21	1/20/2022 8:31 AM
101	12V 7AH	1st Floor next to facp	Left		New	Dated 1/22	1/20/2022 8:39 AM
101	12V 7AH	1st Floor next to facp	Right		New	Dated 1/22	1/20/2022 8:40 AM

Panel Results

Number	Type	Model	Manufacturer	Location	Layout	Result	Comments	Date
100	FACP	notifier	nfs-320	by check in desk	1st Floor	Passed	AC power-Laundry rm. panel brkr. #10	1/20/2022 8:30 AM
101	Power Supply	notifier	fcps-24s8	next to facp	1st Floor	Passed		1/20/2022 8:31 AM

NFPA72 2016 Testing and Inspection Form

Property: Western Alternative Corrections
Inc

Inspection Date: //

Property Address: 101 South Hastings
Hastings, NE 68901

1. PROPERTY INFORMATION

Account Name or Property Name	Western Alternative Corrections Inc
Shipping Street	101 South Hastings
Shipping City	Hastings
Shipping State/Province	NE
Shipping Zip/Postal Code	68901
Account Phone	(402) 463-6987
Main Account Email	
Authority Having Jurisdiction	NE State Fire Marshal
AHJ Phone Number	
Description of property	
Scope of this instance of inspection	Partial

2. TESTING AND MONITORING INFORMATION

Testing Organization	Protex Central
Address	1239 N Minnesota Ave, Hastings, NE, 68901
Phone	(800) 274-0888
Monitoring Organization	NA
Address	NA
Monitoring Org Phone	NA
Monitoring Org Email	
Monitoring Acct Number	NA
Phone Line one or IP	NA

Phone Line two or IP	NA
Means Of Transmission	NA

3. DOCUMENTATION

Onsite location of the required record documents and site specific software

Is the location of documents and software indicated on the Component list and or layouts?	
If the location is not indicated as YES above give description of location here	

4. DESCRIPTION OF SYSTEM OR SERVICE

4.1 Control unit Make and Model	Notifier NFS-320
4.2 Software firmware revision	Rev. B

4.3 System Power

The description Of Primary Power is included in the List of devices on Panels as well as the Disconnecting means location.

4.3.2 Secondary Power

The description of secondary power is included in the listing of devices and capacity is also included

5. AND 7. NOTIFICATIONS MADE BEFORE AND AFTER TESTING

NOTIFICATION MADE PRIOR AND AFTER TESTING

Description	Time in Testing	Time off testing
Monitoring Org		
BLDG management	8:30	9:30
BLDG occupants	8:30	9:30
AHJ		
Other If applicable		

6. TESTING RESULTS

6.1 CONTROL UNIT AND RELATED EQUIPMENT

Description	Visual Inspection	Functional test	Comments
Control unit	✓	✓	
Lamps/LEDs/LCDs	✓	✓	
Fuses			NA
Trouble signals	✓	✓	
Disconnect switches	✓	✓	
Ground-fault monitoring	✓	✓	
Supervision	✓	✓	
Local annunciator	✓	✓	
Remote annunciators			NA
Remote power panels	✓	✓	

6.2 SECONDARY POWER

6.2 Secondary Power

Description	Visual Inspection	Functional test	Comments
Battery Condition	✓	✓	
Load voltage	✓	✓	
Discharge test	✓	✓	
Charger test	✓	✓	
Remote panel batteries	✓	✓	

6.3 Alarm And Supervisory Alarm Initiating Device

Attach supplementary device test sheets for all initiating devices.

6.4 Notification Appliances

Attach supplementary appliance test sheets for all notification appliances.

6.5 Interface Equipment

Attach supplementary interface component test sheets for all interface components. Circuit Interface / Signaling Line Circuit Interface / Fire Alarm Control Interface

6.6 SUPERVISING STATION MONITORING

6.6 Supervising Station Monitoring

Description	Yes	No	Time	Comments
Alarm signal				NA
Alarm restoration				NA
Trouble signal				NA
Trouble restoration				NA
Supervisory signal				NA
Supervisory restoration				NA

6.7 PUBLIC EMERGENCY ALARM REPORTING SYSTEM

6.7 Public Emergency Alarm Reporting System

Description	Yes	No	Time	Comments
Alarm signal				NA
Alarm restoration				NA
Trouble signal				NA
Trouble restoration				NA
Supervisory signal				NA
Supervisory restoration				NA

8. SYSTEM RESTORED TO NORMAL OPERATION

8. SYSTEM RESTORED TO NORMAL OPERATION

Date and time Restored to Normal operation.

1/20/22. 9:30 am

9. CERTIFICATION

This system as specified herein has been inspected and tested according to NFPA 72, 2016 edition, Chapter 14.

Inspector Name	Jim Mooney
Date/Time	
Inspector Qualifications	NE Fire Inspector #823
Phone	(800) 274-0888
Company Name	Protex Central

10 .DEFECTS OR MALFUNCTIONS NOT CORRECTED ARE LISTED ON THE DEFICIENCIES PAGE OF THIS REPORT

10.1 ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE:

The listed name below accepted the test report as specified herein:

Property Rep Auto Field	
If the Auto Field is not correct who is the responsible party who is accepting the Test report?	
Title:	
Phone:	
Date:	

2022 INSPECTION

Western Alternative Corrections Inc

101 South Hastings, Hastings, NE 68901



DISCLAIMER: This TOTALREPORT inspection and systems layout documentation has been assembled and prepared based on information furnished to Protex Central by the customer and its representatives up to and including the inspection date. The information in this report has been obtained from sources believed to be reliable and accurate. While we do not doubt its accuracy, we cannot completely and firmly verify it and thus make no guarantee, warranty, or representation about it other than what we have been able to verify. Additionally, this report, and enclosed graphic layouts do not reflect any changes to the premises subsequent to the date listed on the report, or any changes to the documents furnished to Protex Central subsequent to this date.

Account: Western Alternative Corrections Inc
Address: 101 South Hastings, Hastings, NE 68901

Inspection Provider: Protex Central
Lead Inspector: Jim Mooney (402) 705-6121
Assistant Inspector:
Scope: Full
Frequency: Annual
Account Manager: (800) 274-0888

Fire Extinguisher Annual Inspection Summary

Result Totals

Devices	ABC
Passed	11
Mitigated	-
New - Passed	-
Failed	-
Removed	-
Not Inspected	-
Total	11

This inspection was performed on 1/20/2022 in accordance with applicable requirements.

1st Floor Fire Extinguisher Results

Number	Serial Number	Type	Weight	Location	Result	Date	Mfg Date	6 Yr Maint. Due	Hydrotest Due	Comments	Discrepancy	Bar Code
1	bx-563134	ABC	5 lb	2nd floor Control Center	Passed	1/20/2022 8:56 AM	2013	2031	2025		NA	
2	bx-561613	ABC	5 lb	1st floor Women residence	Passed	1/20/2022 8:55 AM	2013	2031	2025		NA	
3	au-139455	ABC	5 lb	tv lounge upstairs	Passed	1/20/2022 8:55 AM	2011	2029	2023		NA	
4	bx-563126	ABC	5 lb	break room upstairs	Passed	1/20/2022 8:56 AM	2013	2031	2025		NA	
5	bx-563137	ABC	5 lb	west end of hall upstairs	Passed	1/20/2022 8:56 AM	2013	2031	2025		NA	
6	bx-563138	ABC	5 lb	basement hall	Passed	1/20/2022 8:58 AM	2013	2031	2025		NA	
7	D-05914968	ABC	5 lb	W basement stairs	Passed	1/20/2022 9:00 AM	2017	2023	2029		NA	
8	bx-563127	ABC	5 lb	west office area	Passed	1/20/2022 9:01 AM	2013	2031	2025		NA	
9	CE-327654	ABC	5 lb	west office top of stairs	Passed	1/20/2022 9:02 AM	2014	2020	2026		Six Year Maint Due	
10	bx-563146	ABC	5 lb	west office break area	Passed	1/20/2022 9:02 AM	2013	2031	2025		NA	
11	BX-561606	ABC	5 lb	1st floor handicapped	Passed	1/20/2022 9:05 AM	2013	2031	2025		NA	

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11

Passed = Green

Mitigated = Green

■ ABC

Failed = Red

Not Tested = Blue

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #8 Bamford Inc. Inspection Report

NEBRASKA STATE FIRE MARSHAL FIRE SPRINKLER INSPECTION

LOCATION OF SYSTEM

Western Alternatives Corrections
101 South Hasty Avenue
Hasty NE 68901

11-9-2021

INSPECTION DATE
Residential
TYPE OCCUPANCY

FORMS INCLUDED WITH THIS COVER SHEET

TYPE OF INSPECTION

<input type="checkbox"/>	UNDERGROUND TEST CERTIFICATION (FORM 85-AB)	<input type="checkbox"/>	INITIAL ACCEPTANCE OF SYSTEM
<input type="checkbox"/>	ABOVEGROUND TEST CERTIFICATION (FORM 85-AC)	<input type="checkbox"/>	REINSPECTION DUE TO REMODEL, REPAIR, ETC
<input type="checkbox"/>	REPORT OF INSPECTION	<input checked="" type="checkbox"/>	PERIODIC ANNUAL INSPECTION
<input type="checkbox"/>	DRY PIPE VALVE TEST	<input checked="" type="checkbox"/>	BACKFLOW PREVENTER TEST

ITEM # DIRECTORY

DEFICIENCIES

- 1-WET RISER
- 2-DRY RISER
- 3-PREACTION RISER
- 4-FIRE PUMP

- 5-BACKFLOW PREVENTER
- 6-STANDPIPE
- 7-OTHER

ITEMIZE DEFICIENCIES NOTED ON INSPECTION
AND ANY OTHER PERTINENT COMMENTS ON SYSTEM

TAG#	ITEM#	MAJOR DEFICIENCIES/COMMENTS		
09101	1	In Compliance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
09180	5	In Compliance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		In Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		In Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		In Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		In Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No

STATUS OF SYSTEM-CHECK ONE

IN COMPLIANCE

MINOR DEFICIENCIES

MAJOR DEFICIENCIES

COMPANY PERFORMING INSPECTION

BAMFORD, INC.

PO BOX 1868
KEARNEY, NE
68848-1868

PHONE 308-237-2157
FAX 308-237-4607

Doug Roeder
INSPECTOR SIGNATURE

NEBRASKA LICENSE # 98011

TESTER BFP LICENSE # 7630

OWNER REPRESENTATIVE SIGNATURE

SEND TO: NEBRASKA STATE FIRE MARSHAL • 246 S 14TH ST • LINCOLN NE 68508
A COPY OF THIS INSPECTION REPORT SHALL BE LEFT ATTACHED TO THE SYSTEM RISER

Property Being Evaluated Western Alternative Corrections Area of Inspection Residential / Basement
 Street 101 South Hasty Ave Inspector Douglas Rueda
 City, State Zip Hasty NE 68901 Date 11-9-2021

This work is: Monthly Quarterly Annual Third Year Fifth Year

Owner's Section

- A. Is the Building Occupied? Yes No
- B. Has the occupancy classification and hazard of contents remained the same since the last inspection? Yes No
- C. Are all fire protection systems in service? Yes No
- D. Has the system remained in service without modification since the last inspection? Yes No
- E. Was the system free of actuation of devices or alarms since the last inspection? Yes No

Owner or representative (print name) Signature and Date _____

Inspector's Section

- A. Control valves supervised with seals in correct (open or closed) position? Yes No N/A
- B. Backflow Preventers:
 Valves in correct (open or closed) position? Yes No N/A
 Sealed, locked or supervised & accessible? Yes No N/A
 Relief port on RPZ device not discharging? Yes No N/A
- C. Control valves with locks or electrical supervision in correct (open or closed) position? Yes No N/A
- D. Sprinkler wrench with spare sprinklers? Yes No N/A
- E. Gauges on wet-pipe system in good condition and showing normal water supply pressure? Yes No N/A
- F. Alarm Valves:
 Gauges show normal supply water pressure, free from physical damage, valves in correct (open or closed) position and no leakage from retarding chamber or drains? Yes No N/A
- G. Pressure Reducing Valves: In open position, not leaking, maintaining downstream pressure per design criteria, and in good condition with handwheels not broken? Yes No N/A
- H. Hydraulic nameplate (calculated systems) securely attached to riser and legible? Yes No N/A
- I. Fire Department Connections:
 Visible, accessible, couplings and swivels not damaged and rotate smoothly, plugs or caps in place and undamaged, gaskets in place and in good condition, identification sign(s) in place, check valve is not leaking, clapper is in place and operating properly and automatic drain valve in place and operating properly?
 (If plugs or caps are not in place, inspect interior for obstructions.) Yes No N/A
 Alarm devices free from physical damage? Yes No N/A

- K. Proper number and type of spare sprinklers? Yes No N/A
- L. Visible sprinklers:
 Free of corrosion and physical damage? Yes No N/A
 Free of obstructions to spray pattern including 18" rule)? Yes No N/A
 Free of foreign materials including paint? Yes No N/A
 Liquid in all glass bulb sprinklers? Yes No N/A
- M. Visible pipe:
 In good condition/no external corrosion? Yes No N/A
 No mechanical damage and no leaks? Yes No N/A
 Properly aligned and no external loads? Yes No N/A
- N. Visible pipe hangers and seismic braces not damaged or loose? Yes No N/A
- O. Hose, hose couplings and nozzles on sprinkler system passed inspection in accordance with NFPA 1962? Yes No N/A
- P. Adequate heat in areas with wet piping? Yes No N/A

Q. Has an internal inspection of the pipe been performed by removing the flushing connection and one sprinkler near the end of a branch line within the last 5 years? Yes No N/A
 If "No," conduct an internal inspection) 2020

Fifth Year Inspection Items

- A. Alarm valves and their associated strainers, filters and restriction orifices passed internal inspection? Yes No N/A
- B. Check valves internally inspected and all parts operate properly, move freely and are in good condition? Yes No N/A

Testing

- A. Mechanical waterflow alarm devices passed tests by opening in the inspector's test connection or bypass connection with alarms actuating and flow observed? Yes No N/A
- B. Post indicating valves opened until spring or torsion is felt in the rod, then closed back one-quarter turn? Yes No N/A
- C. Main Drain Test:
 Date of Previous Results 7/10-10-23-2020
 Static Pressure 75 psi and
 Residual Pressure 65 psi
Current Results.
 Record Static Pressure 75 psi
 Residual Pressure 65 psi
 Was flow observed? Yes No N/A
 Are results comparable to previous test? Yes No N/A
- D. Valve supervisory stitches indicate movement? Yes No N/A
- E. Electrical waterflow alarm devices passed tests by opening in the inspector's test connection or bypass connection with alarms actuating and flow observed? Yes No N/A

Testing Continued

- F. Are all sprinklers dated 1920 or later? Yes No N/A
- G. Fast response sprinklers 20 or more years old replaced or successfully sample tested within last 10 years? Yes No N/A
- H. Standard response sprinklers 50 or more years old replaced or successfully sample tested within last 10 years? Yes No N/A
- I. Standard response sprinklers 75 or more years old replaced or successfully sample tested within last 5 years? Yes No N/A
- J. Dry-type sprinklers replaced or successfully sample tested within last 10 years? Yes No N/A
- K. Specific gravity of antifreeze correct? Yes No N/A
- L. All control valves operated through full range and returned to normal position? Yes No N/A
- M. Backflow devices passed backflow test? Yes No N/A
- N. Backflow devices passed full flow test? Yes No N/A
- O. Pressure reducing valves passed partial flow test? Yes No N/A

Comments (Any "No" answers, test failures or other problems found with the sprinkler system must be explained here. Also, note here any products noticed on the system that have been the subject of a recall or a replacement program.)

SYSTEM INSPECTED DONE 2020

OR HEADS 2008

DRY HEAD REPLACE 2020

Test to be done every third year:

- A. Hose (more than 5 years old) connected to the system has been service tested in accordance with NFPA 1962. Water discharged and water flow alarms operated? Yes No N/A

Tested to be done every fifth year:

- A. Sprinklers rated above High temperature tested? Yes No N/A
- B. Gauges checked by calibrated gauge or replaced? Yes No N/A
- C. Pressure reducing valves passed full flow test? Yes No N/A

Maintenance

- A. If sprinklers have been replaced, were they proper replacements? Yes No N/A
- B. Used hose was cleaned, drained and dried before being placed back in service? Hose exposed to hazardous materials was disposed of or decontaminated in an approved manner? Yes No N/A
- C. Systems normally filled with fresh water were drained and refilled twice if raw water got into the system? Yes No N/A
- D. If any of the following were discovered, was an obstruction investigation conducted? Yes No N/A

Explain reason(s) and obstruction investigation findings in comments

- 1 Defective intake screen on pump with suction from open sources.
- 2 Obstructive material discharged during waterflow tests.
- 3 Foreign materials found in dry-pipe valves, check valves or pumps.
- 4 Foreign material in water during drain test or plugging of inspector's test connection.
- 5 Plugging of pipe or sprinklers found during activation or alteration.
- 6 Failure to flush yard piping or surrounding public mains following new installation or repairs.
- 7 Record of broken mains in the vicinity.
- 8 Abnormally frequent false-tripping of dry-pipe valves.
- 9 System is returned to service after an extended period out of service (greater than one year).
- 10 There is reason to believe the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe systems.

- E. If conditions were found that required flushing, was flushing of system conducted? Yes No N/A
- F. Operating stem of all OS&Y valves lubricated, completely closed, and reopened? Yes No N/A
- G. Sprinklers and spray nozzles protecting commercial cooking equipment and ventilating systems replaced except for bulb-type which show no signs of grease buildup? Yes No N/A

Inspector's Information

Inspector: _____

I state that the information on this form is correct at the time and place of my inspection, and that all equipment tested at this time was left in operational condition upon completion of this inspection except as noted in comments above.

Signature of Inspector: Doug Rueder Date: 11-9-2021
 License or Certification Number (if applicable): _____

CONSUMER: RETURN THIS REPORT TO THE ABOVE ADDRESS NO LATER THAN :

Name of Premises (Company, Person, etc.)

Western Alternative Corrections

Service Address:

101 South Hasty Ave

City

Hasty

State

ME

Zip

68901

Location of Device

Fire Sprinkler

Device Type <u>DC</u>	Manufacturer <u>Ames</u>	Serial No. <u>24325</u>	Model No. <u>200B</u>	Size <u>2"</u>
--------------------------	-----------------------------	----------------------------	--------------------------	-------------------

Control valves left wide open Yes No Witness:

Line Pressure at Time of Test (at inlet test clock) <u>75</u> PSID	Date Installed	Director Assemblies
Apparent Pressure Drop Across First Check Valve PSID	<u>2007</u>	Meter #
Relief Valve Opened at PSID	Date Rebuilt	Reading
Difference PSID		

	Check Valves		Air Inlet (Pressure Vacuum Breaker)	Differential Pressure Relief Valve	Shut Off Valves	
	#1	#2			#1	#2
INITIAL						
Pressure Loss	<u>1-6</u>	<u>2-6</u>	<input type="checkbox"/> Opened at _____ PSID	Opened at _____ PSID	1. Leaked _____	<input type="checkbox"/> <input type="checkbox"/>
1. Leaked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Did Not Open	Did Not Open <input type="checkbox"/>	2. Closed Tight	<input type="checkbox"/> <input checked="" type="checkbox"/>
2. Closed Tight	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Cleaned	<input type="checkbox"/>	<input type="checkbox"/>	Cleaned <input type="checkbox"/>	Cleaned <input type="checkbox"/>	Cleaned	<input type="checkbox"/> <input type="checkbox"/>
Replaced	<input type="checkbox"/>	<input type="checkbox"/>	Replaced <input type="checkbox"/>	Replaced <input type="checkbox"/>	Replaced	<input type="checkbox"/> <input type="checkbox"/>
Disc	<input type="checkbox"/>	<input type="checkbox"/>	Disc <input type="checkbox"/>	Disc <input type="checkbox"/>		
Spring	<input type="checkbox"/>	<input type="checkbox"/>	Spring <input type="checkbox"/>	Upper <input type="checkbox"/>		
Guide	<input type="checkbox"/>	<input type="checkbox"/>	Seat <input type="checkbox"/>	Lower <input type="checkbox"/>		
Pin Retainer	<input type="checkbox"/>	<input type="checkbox"/>	Diaphragm <input type="checkbox"/>	Spring <input type="checkbox"/>		
Hinge Pin	<input type="checkbox"/>	<input type="checkbox"/>	Float <input type="checkbox"/>	Diaphragm <input type="checkbox"/>		
Seat	<input type="checkbox"/>	<input type="checkbox"/>	Other <input type="checkbox"/>	Large <input type="checkbox"/>		
Other	<input type="checkbox"/>	<input type="checkbox"/>		Upper <input type="checkbox"/>		
				Lower <input type="checkbox"/>		
				Small <input type="checkbox"/>		
				Seat <input type="checkbox"/>		
				Upper <input type="checkbox"/>		
				Lower <input type="checkbox"/>		
				Spacer <input type="checkbox"/>		
				Other <input type="checkbox"/>		
FINAL TEST						
Closed Tight	<input type="checkbox"/>	<input type="checkbox"/>	Opened at _____ PSID	Opened at _____ PSID	Closed Tight	<input type="checkbox"/> <input type="checkbox"/>

Prevents Backflow from Lawn Irrigation Domestic Usage Fire Protection Heat Pump Boiler

Remarks: _____

Other (Explain) _____

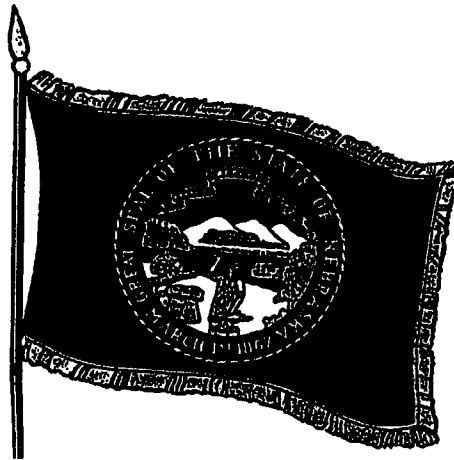
Initial Test performed by: (Please Print) <u>Doug Ruedy</u>	Company <u>Bamford Inc</u>	BFDT Cert. No. <u>7630</u>	Date of Testing <u>11-9-2021</u>
Repaired by: (Please Print)	Company	BFDT Cert. No.	Date of Testing
(Signature)		Expiration Date	
Final test performed by: (Please Print)	Company	BFDT Cert. No.	Date of Testing
(Signature)		Expiration Date	

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #9
Western Alternative Corrections, Inc. Articles of
Incorporation

STATE OF

NEBRASKA



United States of America,
State of Nebraska } ss.

Department of State
Lincoln, Nebraska

I, Scott Moore, Secretary of State of the State of Nebraska do hereby certify;

The attached is a true and correct copy of the Articles of Incorporation of
WESTERN ALTERNATIVE CORRECTIONS, INC.

with its registered office located in HASTINGS, Nebraska,
as filed and recorded in this office on January 11, 1999.

I further certify that said corporation is in good standing as of this date.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on January 11
in the year of our Lord, one thousand
nine hundred and ninety-nine.



Scott Moore
SECRETARY OF STATE

JAN 11 1999

STATE OF NEBRASKA
SECRETARY'S OFFICE

Received filed and recorded on
file roll no. 99
at page 1114

Suzanne 11624
Secretary of State

By 12pm 985

ARTICLES OF INCORPORATION
OF

WESTERN ALTERNATIVE CORRECTIONS, INC.

I, the undersigned person being of the age of majority, acting as Incorporator of the above Corporation and by virtue of the laws of the State of Nebraska, adopt and sign the following Articles of Incorporation for such Corporation.

I

The name of the Corporation is WESTERN ALTERNATIVE CORRECTIONS, INC., hereinafter referred to as the Corporation.

II

The period of the Corporation's duration is perpetual commencing the 1st day of January, 1999.

III

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargement of such powers conferred by subsequent legislative acts. In addition, the Corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, and it may engage in, do and perform any enterprise, act or vocation that a natural person is lawfully permitted to do.

IV

The aggregate number of shares which the Corporation shall have the authority to issue is 10,000 shares of common stock of the par value of \$1.00 per share. Said stock shall be fully paid and non-assessable.

Each holder of shares of stock shall be entitled to one (1) vote for each share registered in his, her or its name upon the books of the Corporation.

No holder of any stock of the Corporation shall be entitled, as a

LAW OFFICES

SEILER, PARKER
& MONCRIEF, P.C.

726 EAST SIDE BLVD.
P.O. BOX 188
HASTINGS, NE 68902
(402) 463-3125

matter of right, to purchase, subscribe for, or otherwise acquire, any new or additional shares of stock of the Corporation of any class, or any options or warrants to purchase, subscribe for or otherwise acquire, any such new or additional share, or any shares, bonds, notes, debentures, or other securities convertible into or carrying options or warrants to purchase, subscribe for, or otherwise acquire any such new or additional shares.

V

In the absence of fraud, no contract or other transactions between the Corporation and any other entity shall be wholly or partially invalidated by reason of the fact that one or more of the Directors of the Corporation are or become Directors, officers or members of such other entity, or are pecuniarily interested in such contractual transaction, if the fact such Director or Directors of the Corporation are so pecuniarily interested shall have been first disclosed or shall have been first made known to the Board of Directors of the Corporation. Any Director or Directors of the Corporation who is also a Director, officer or member of such other entity which is pecuniarily interested in the contract or transaction may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize any such contract or transaction. In the absence of fraud, and as long as he acts in good faith, any such Director may vote to authorize any such contract or transaction with like force and effect as if he were not a director, officer or member of such other entity.

VI

The address of the registered office of said Corporation shall be 514 North St. Joseph, Hastings, NE 68901, and the registered agent shall be Michelle L. Hultine-Davis.

VII

The business and affairs of the Corporation shall be managed by a Board of Directors who need not be residents of Nebraska or shareholders of the Company.

The number of the Directors of the Corporation shall be fixed and may be altered from time to time as provided in the Corporate By-laws, provided, that the number shall not be less than two (2). In case of any increase in the number of Directors, the additional Directors may be elected by the Directors or by the stockholders at an annual or special meeting, as provided in the By-laws.

LAW OFFICES

SEILER, PARKER
& MONCRIEF, P.C.

726 EAST SIDE BLVD.
P.O. BOX 188
HASTINGS, NE 68902
(402) 463-3125

VIII

The Board of Directors of the Corporation shall have authority to exercise all of the powers conferred on a board of directors of a corporation by the Nebraska Business Corporation Act. The Corporation may, in its By-laws, confer additional powers upon its Board of Directors.

IX

The name and address of the Incorporator is:

Brad Moncrief 726 East Side Blvd., Hastings, NE 68902-1288

X

The Corporation shall indemnify every Director and officer, their heirs and personal representatives against expenses reasonably incurred in connection with any action, suit, or proceeding to which any such person may be made a party by reason of his being or having been a Director or officer of the Corporation, except for matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable or responsible for fraud or intentional misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation Board of Directors determines that the person to be indemnified did not commit such fraud or intentional misconduct.

XI

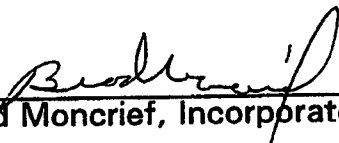
The Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation in any manner prescribed by the statutes of the State of Nebraska.

I, the undersigned Incorporator designated in Article X of these Articles of Incorporation, for the purpose of establishing a corporation pursuant to the statutes of the State of Nebraska, execute these Articles of Incorporation and declare that the statements contained therein are true this 1st day of January, 1999.

LAW OFFICES

SEILER, PARKER
& MONCRIEF, P.C.

726 EAST SIDE BLVD.
P.O. BOX 188
HASTINGS, NE 68902
(402) 463-3125



Brad Moncrief, Incorporator

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #10
Western Alternative Corrections, Inc. By-Laws

BY-LAWS
OF
WESTERN ALTERNATIVE CORRECTIONS, INC.

ARTICLE I - OFFICES

The office of the Corporation shall be located in Adams County, Nebraska. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - SHAREHOLDERS

Section 1 - Annual Meetings: The annual meeting of the shareholders of the Corporation shall be held on the second Thursday in May of each year, which is within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Nebraska, such meeting shall be held on the next succeeding business day. Annual meetings shall be held in the principal office of the corporation or at such other place, either within or without the State of Nebraska, as shall be determined by the Board of Directors. The time of such annual meeting shall be determined by the Board of Directors and stated in the notice.

Section 2 - Special Meetings: Special meetings of the shareholders may be called at any time by the Board of Directors, the President, the holders of not less than ten percent (10%) of all the shares entitled to vote at a meeting, or as otherwise required under the provisions of the laws of the State of Nebraska. Special meetings shall be held at such place, either within or without the State of Nebraska, and at such date and time as shall be stated in the notice.

Section 3 - Place of Meetings: All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 - Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed,

such notice shall be deemed delivered when deposited in the United States mail addressed to the shareholder at the address appearing on the stock transfer books of the corporation, postage prepaid.

Section 5 - Voting Lists: The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order with the address of and the number of shares held by each. For a period of ten (10) days prior to such meeting, the list shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such record, or a duplicate thereof, shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to vote at any meeting of shareholders.

Section 6 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is not present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 7 - Proxies: At all meetings of the shareholders, a shareholder may vote either in person or by proxy executed in writing by a shareholder or his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 8 - Voting of Shares: Subject to Sections 9 and 10 of this Article II and except as otherwise provided by statute or by the Articles of Incorporation, each shareholder entitled to vote shall be entitled to one vote for each share of stock held by him or her upon each matter submitted to vote at a meeting of shareholder.

Section 9 - Voting of Shares by Certain Holders: Neither treasury shares nor shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such

other corporation is held by this corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

Shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the By-Laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian, or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by the trustee either in person or by proxy, but no trustee shall be entitled to vote shares without a transfer of such shares into the trustee's name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

Section 10 - Cumulative Voting: At each election for directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him or her for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate said shares and give one candidate as many votes as the number of directors multiplied by the number of shareholder's shares shall equal, or to distribute them upon the same principle among as many candidates as the shareholder shall think fit.

Section 11 - Informal Action by Shareholders: Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of shareholders and may be stated as such in any articles or document filed with the Secretary of State under applicable state law.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number and Qualification: The business and affairs of the corporation shall be managed by a Board of Directors consisting of two (2) directors. The directors need not be residents of the State of Nebraska, nor shareholders of the corporation. Although the number and qualifications of the directors may be changed from time to time by amendment to these By-Laws, no change shall affect the incumbent directors during the terms for which they were elected.

Section 2 - Election and Tenure: At the first meeting of the shareholders and at each annual meeting thereafter, the shareholders shall elect directors who shall hold office until the next succeeding annual meeting and until their successors have been elected and qualified unless their service is earlier

terminated because of death, resignation or removal. Upon acceptance of the subscriptions to shares by the incorporator(s), the corporation shall be deemed to have shareholders for the purposes of the first meeting of shareholders of the corporation.

Section 3 – Vacancies: Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or a special meeting of shareholders called expressly for that purpose. Vacancies caused by any other cause may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 4 – Removal: At a meeting of the shareholders called expressly for that purpose, directors may be removed in the manner hereinafter provided. Any director, or the entire Board of Directors, may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors. If less than the entire Board is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire Board of Directors.

Section 5 – Quorum: A majority of the number of directors fixed by the Bylaws shall constitute a quorum for the transaction of any business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at any meeting, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6 – Annual Meeting: The annual meeting of the Board of Directors shall be held without notice other than this Bylaw immediately following adjournment of the annual meeting of shareholders and shall be held at the same place as the annual meeting of shareholders unless some other place is agreed upon by vote of a majority of the then-elected Board of Directors.

Section 7 – Special Meetings: Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors, and shall be held at the principal office of the corporation or at such other place, either within or without the State of Nebraska, and at such date and time, as the notice may state.

Section 8 – Notice: Notice of special meetings shall be mailed to each director at his or her last known address at least two (2) days prior to the date of holding said meetings. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 9 – Action Without a Meeting: Any action required to be taken at a meeting of the Board of Directors, or of any committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote. The consent may be executed by the directors in counterparts.

Section 10 – Voting: At all meetings of the Board of Directors, each director shall have one vote irrespective of the number of shares he or she may hold.

Section 11 – Presumption of Assent: A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 12 – Compensation: By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation there for.

Section 13 – Committees: The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, appoint an executive committee and one or more other committees, each committee to consist of two or more directors of the corporation, which committees shall, to the extent permitted by law, have and may exercise such powers of the Board of Directors in the management of the business and affairs of the corporation as shall be delegated to them.

Section 14 – Telephonic Meetings: Members of the Board of Directors or any committee appointed by the Board of Directors may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV - OFFICERS

Section 1 – Number and Qualification: The officers of the corporation shall be a President, one or more Vice Presidents (as the Board of Directors shall determine), a Secretary and a

Treasurer and such other officers and agents as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person.

Section 2 – Election and Tenure: The officers of the corporation shall be elected by the Board of Directors at its annual meeting. Each officer shall hold office for a term of one year or until his or her successor shall have been duly elected and shall have become qualified, unless his or her service is terminated sooner because of death, resignation or otherwise.

Section 3 – Removal: Any officer or agent of the corporation, elected or appointed by the Board of Directors, may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4 – Vacancies: Vacancies occurring in any office by reason of death, resignation or otherwise may be filled by the Board of Directors at any meeting.

Section 5 – Duties and Authority of Officers:

a. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

b. Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any such designation then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign with the Secretary or an Assistant Secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

c. Secretary. The Secretary shall attend and keep minutes of the meetings of the shareholders and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law,

be the custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal are duly authorized, keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder, sign with the President or a Vice President certificates for shares of the corporation the issuance of which shall be authorized by resolution of the Board of Directors, have general charge of the stock transfer books of the corporation, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

d. Treasurer. The Treasurer shall have charge and custody and be responsible for all funds and securities of the corporation, receive and give receipts for all securities and monies due and payable to the corporation from any source whatsoever, deposit all such monies in the name of the corporation in such banks, trust companies, or in other depositories as shall be collected in accordance with the provisions of these Bylaws, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

e. Assistant Secretary and Assistant Treasurer. The Assistant Secretary, when authorized by the Board of Directors, may sign with the President or a Vice President certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretary shall, in the absence of the Secretary or in the event of his or her death, inability or refusal to act, perform the duties of Secretary and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. The Assistant Treasurer shall, in the absence of the Treasurer or in the event of his or her death, inability or refusal to act, perform the duties of Treasurer and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. The Assistant Treasurer shall, if required by the Board of Directors, give bonds for the faithful discharge of his or her duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretary and Assistant Treasurer, in general, shall perform such duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or the Board of Directors.

Section 6 - Salaries: The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a director of the corporation.

ARTICLE V - STOCK CERTIFICATES

Section 1 - Form: Certificates of stock, signed by the President and Secretary and in a form approved by the Board of Directors in accordance with law, shall be issued to the holders of the stock of the corporation. Notwithstanding the preceding sentence, certificates of stock for which the

subscriptions and payments were accepted by the incorporator(s) shall be valid as signed by the incorporator(s), and issued to the subscribers there for.

Section 2 – Transfer: Transfer of the stock shall be made in person or by attorney only on the books of the corporation in a transfer book kept for that purpose and upon the surrender of the old certificate.

Section 3 – Loss or Destruction: In case of loss or destruction of a certificate of stock, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Board of Directors of such loss or destruction, and upon the giving of satisfactory security by bond or otherwise against loss to the corporation.

ARTICLE VI – DIVIDENDS AND BANK ACCOUNT

Section 1 – Dividends: In addition to other dividends authorized by law, the Board of Directors, by resolution, may from time to time declare dividends to be paid out of the unreserved and unrestricted earned surplus of the corporation, but no dividend shall be paid when the corporation is insolvent, when the payment thereof would render the corporation insolvent or when otherwise prohibited by law.

Section 2 – Bank Account: The funds of the corporation shall be deposited in such banks, trust funds or depositories as the Board of Directors may designate and shall be withdrawn upon the signature of the President and/or upon the signatures of such other person or persons as the directors may by resolution authorize.

ARTICLE VII - AMENDMENTS

Except as otherwise provided by law or by specific provisions of these Bylaws, the Bylaws may be amended or repealed by the Board of Directors or by the shareholders at any annual, regular or special meeting of the Board of Directors or of the shareholders.

ARTICLE VIII – WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of the Articles of Incorporation, these By-Laws or the Nebraska Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE IX – INDEMNIFICATION OF DIRECTORS, OFFICERS,
EMPLOYEES AND AGENTS

To the extent permitted by law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation as a trustee, director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation.

To the extent permitted by law, the corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article IX shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article IX be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the Bylaws.

ARTICLE X – CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE XI - FISCAL YEAR

The fiscal year of the corporation shall end as of the 31st day of December in each year.

The undersigned certify the foregoing By-Laws have been adopted as the first By-Laws of the Corporation, in accordance with the requirements of the Corporation Law.

Dated: January 15, 1999.

WESTERN ALTERNATIVE
CORRECTIONS, INC.

BY:


MICHELLE L. HULTINE, Secretary

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #11
Federal Tax Identification Letter

CINCINNATI OH 45999-0038

In reply refer to: 0233479801
Dec. 06, 2018 LTR 147C 0
47-0819067 000000 00
00001045
BODC: SB

WESTERN ALTERNATIVE CORRECTIONS INC
% PROFIT ADVANTAGE INC
101 S HASTINGS AVE
HASTINGS NE 68901-6039



029640

Employer identification number: 47-0819067

Dear Taxpayer:

Thank you for your inquiry of Nov. 27, 2018.

Your employer identification number (EIN) is 47-0819067. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

VI. Proposal

VI. PROPOSAL

1. Corporate Overview

a. Contractor Identification and Information

Western Alternative Corrections, Inc. (WAC, Inc.)
101 S. Hastings Ave.
Hastings, NE 68901

Michelle Hultine, Owner/President

Western Alternative Corrections, Inc. is a community- based, S-Corporation, organized and incorporated in the State of Nebraska (1999).

Western Alternative Corrections, Inc. is classified as a Woman-Owned Small Business.

b. Financial Statements

- Attachment #12 - Banking Reference Letter

c. Change in Ownership

There is no anticipated change in ownership.

d. Office Location

Western Alternative Corrections, Inc.
101 S. Hastings Ave.
Hastings, NE 68901

e. Relationship with the State

For over 20 years, Western Alternative Corrections, Inc. (WAC, Inc.) has been afforded the opportunity to work collaboratively with diverse populations such as individuals classified as inmates, offenders, parolees and probationers, all at various points and times throughout their pretrial period, sentence or supervision. Individuals reside at Bristol Station RRC and participate in evidence-based, cognitive-behavioral programming throughout the duration of their participation in the program to address and stabilize mental health issues and substance abuse issues, as well as change maladaptive thinking patterns. WAC, Inc. has worked with varied referring entities such as Nebraska Department of Correctional Services, Administrative Offices of the Courts and Probation (Nebraska), Nebraska Board of Parole, Nebraska Division of Parole Supervision, Federal Bureau of Prisons, and United States Probation and Pre-Trial Services. From 2008 to 2016 WAC, Inc. provided residential reentry services on a contractual, fee for service, basis with the Bureau of Prisons. The overall goal in working with these diverse populations and referring entities has been to increase public safety and reduce recidivism risk by providing program participants with meaningful, evidence-based reentry programming.

The following outlines the contracts and/or grants Western Alternative Corrections, Inc. has held with the State of Nebraska:

VI. Proposal

- February 2015 – June 2016 – Vocational and Life Skills (VLS) Grant through Nebraska Department of Correctional Services
- July 2016 – June 2018 - Vocational and Life Skills (VLS) Grant through Nebraska Department of Correctional Services
- February 2017 – Present – Agreement with Administrative Offices of the Courts and Probation to provide Transitional Housing with Programming
- July 2018 – June 2020 – Vocational and Life Skills (VLS) Grant through Nebraska Department of Correctional Services
- September 2019 – January 2023 – Moral Reconciliation Therapy (MRT) and Relapse Prevention Group through the State of Nebraska – Board of Parole
- March 2020 – Present – Cognitive Behavioral Intervention (CBI) Group through the State of Nebraska – Board of Parole
- July 2020 – Present (6/2023) - Vocational and Life Skills (VLS) Grant through Nebraska Department of Correctional Services
- September 2022 – Present (6/2025) – Vocational and Life Skills Transitional Housing Grant through Nebraska Department of Correctional Services
- July 2023 – June 2025 – Vocational and Life Skills (VLS) Grant through Nebraska Department of Correctional Services

WAC, Inc. continues to receive referrals from differing referring entities to provide residential reentry services/transitional housing services, as well as group facilitation services at Bristol Station RRC. WAC, Inc. continues to provide residential ‘provision of shelter’ services to individuals being served through United States Probation and Pre-Trial supervision, as well as through Adams County Nebraska pretrial program. It is the intent of WAC, Inc. to continue to work with diverse referral sources in continuance of providing residential reentry services. WAC, Inc. has not had a contract and/or grant terminated with the State of Nebraska prior to the anticipated end date outlined in the contract.

f. Bidders Employee Relations to the State

No Parties listed within this proposal are or were employees of the State within the last five (5) months.

g. Contract Performance

At no time in the last five (5) years has WAC, Inc. had a contract terminated.

h. Summary of Bidder’s Corporate Experience

- Attachment #13 – Summary of Contractors Corporate Experience

i. Summary of Bidder’s Proposed Personnel/Management Approach

Staffing Pattern

Western Alternative Corrections, Inc. has trained, paid staff, dressed and awake on the premises who provide 24-hour coverage, 7-days a week to ensure the safety and security of all residents. Staffing patterns will concentrate staff when most residents are available for program activities. These posts will not be covered by key personnel. At least one key staff member (facility director, residential director, case manager, staff supervisor or systems

VI. Proposal

coordinator) will be available on-site Monday – Friday from 8am – 4pm. The ideal case manager to resident ratio will be one case manager for every 25 residents.

As previously mentioned, employees who facilitate groups will receive the required training to facilitate the respective group. Relapse Prevention group will be facilitated, either in person or via telehealth, by a licensed or provisionally licensed clinician. Other groups may also be facilitated, in person or via telehealth, by a licensed or provisionally licensed clinician.

- Attachment #14 - Resumes and references for Key Personnel
- Attachment #15 - WAC, Inc. Organizational Chart
- Attachment #16 - Position Descriptions (Executive Director, Residential Director, Case Manager, Staff Supervisor, Systems Coordinator, Facility Monitor, Clinician)

Table 1 – Key Personnel

Name	Position/Title
Michelle Hultine	Owner, President
Angela LaBouchardiere	Executive Director
Tara Shafer	Residential Director
Sheila Helleberg	Case Manager
Christina Petersen	Case Manager/Systems Coordinator
Vacant	Staff Supervisor

Table 2 – Personnel

Name	Position/Title
	Facility Monitor (s)
	Clinician(s)

j. Subcontractors

WAC, Inc. has no intent to subcontract any part of the services outlined in this RFP.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #12 Banking Reference Letter



11/21/22

747 N Burlington Ave
PO Box 1048
Hastings, NE 68901

Nebraska Department of Correctional Services

Attn: Julie Schlitz

801 W. Prospector Place, Bldg #1

Lincoln, NE 68508

RFQ 000765 Z6

To whom it may concern:

By way of introduction, I am the branch manager for Wells Fargo Bank in Hastings, Ne I am the banker for Western Alternative Corrections Inc. and Michelle Hultine, owner and president of WAC. Wells Fargo has served as the company bank for the past twenty years.

WAC has consistently maintained exceptional fiscal responsibility. Wells Fargo and I continue to be available to partner with WAC. If you have any questions or need anything additional please reach out to me.

Sincerely,

Laura J. Hargis

A handwritten signature in black ink that reads "L. Hargis".

Regional Banking Branch Manager

NMLS ID: 1540632

Retail Banking

Wells Fargo Bank N.A. | 747 N. Burlington Ave. Hastings, Ne 68901

Mac F8027-011

Tel 402-461-2660 Fax 461-2635



Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #13 Summary of Contractors Corporate Experience

Table- Summary of Contractor’s Corporate Experience

Project Name	Project Time Period	Project Scheduled Completion Date/Actual Completion Date	Contractor’s Responsibilities	Project Reference	Prime or Sub-Contractor Status
Vocational Life Skills Grant - Nebraska Department of Correctional Services	July 1, 2020 – June, 2023	June 30, 2023/ In Process	See Narrative #1	Tony Britten Reentry Administrator Nebraska Department of Correctional Services Cell: 402-217-7056 Anthony.britten@nebraska.gov	Prime
Vocational Life Skills Grant - Nebraska Department of Correctional Services	July 1, 2018 - June 30, 2020	June 30, 2022	See Narrative #2	Tony Britten Reentry Administrator Nebraska Department of Correctional Services Cell: 402-217-7056 Anthony.britten@nebraska.gov	Prime
Transitional Housing Initiative – Administrative Offices of the Courts and Probation	February 2017 - Present	No Scheduled End Date/ In Process	See Narrative #3	Amber Pace Programs and Services Specialist Administrative Offices of the Courts and Probation Cell: 402-853-0087 Amber.pace@nebraska.gov	Prime

Narrative #1

In May 2020, WAC, Inc. was awarded \$730,000.00 (annually)/ \$2,190,000.00 (total) in Vocational and Life Skills (VLS) grant funds through the Nebraska Department of Correctional Services (NDCS), as a result of LB907, to provide vocational and life skills programming at Bristol Station RRC to individuals transitioning out of incarceration who are on probation or parole, or within 18 months of release from a correctional facility. This grant cycle began July 1, 2020 and ends June 30, 2023. To date, there have been approximately 167 individuals served through this grant. Notable outcomes include a reduction in risk to reoffend as measured by data gathered in using a validated risk/needs assessment upon entrance and upon successful discharge from the program and a reported increase in quality of life as evidenced by data gathered by utilization of an evidence-based assessment which measures satisfaction and quality of life.

Narrative #2

In May 2018, WAC, Inc. was awarded \$800,000 (annually) / \$1,600,000.00 (total) in Vocational and Life Skills (VLS) grant funds through the Nebraska Department of Correctional Services (NDCS), as a result of LB907, to provide vocational and life skills programming at Bristol Station RRC to individuals transitioning out of incarceration who are on probation or parole, or within 18 months of release from a correctional facility. During this grant cycle (July 1, 2018 – June 30, 2020) there were approximately 149 individuals served. Notable outcomes include a reduction in risk to reoffend as measured by data gathered in using a validated risk/needs assessment upon entrance and upon successful discharge from the program and a reported increase in quality of life as evidenced by data gathered by utilization of an evidence-based assessment which measures satisfaction and quality of life. During this grant cycle Western Alternative Corrections, Inc. met all performance-based measures as developed by the University of Nebraska at Omaha – Nebraska Center for Justice Research.

Narrative #3

In February 2017, WAC, Inc. entered into an agreement with the Administrative Offices of the Courts and Probation (Nebraska) to provide transitional housing services through their transitional housing initiative. Through this initiative WAC, Inc. is classified as 'transitional housing with programming' and provides services at Bristol Station RRC to individuals supervised by AOC or a problem-solving court. These services are provided on a fee-for-service basis; there is no set budget for this project. To date there have been approximately 250 individuals served at Bristol Station RRC through this transitional housing initiative. Services for this population are largely used as an alternative to incarceration.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #14 Key Personnel Resumes

The

PROFESSIONAL VITAE

of

MICHELLE L. HULTINE

PERSONAL INFORMATION

NAME:

Michelle L. Hultine

BUSINESS ADDRESS:

Western Professional Suites
101 S. Hastings Ave
Hastings, Nebraska 68901

Phone No. (402) 463-6987, Ext. 211

FAX No. (402) 463-6992

Cellular No. (402) 469-0513

E-Mail michelle@hultine.com

EDUCATIONAL BACKGROUND

1991

University of Northern Colorado, Greeley, Colorado
(M.A. in Rehabilitation Counseling)

1990

Hastings College, Hastings, Nebraska
(B.A. in Psychology)

1990

Hastings College, Hastings, Nebraska
(Endorsement in Pre-Law)

PROFESSIONAL EXPERIENCES

1992 - Present	Vice-President and Consultant Western Vocational Services, Inc. Hastings, Nebraska
1999 - Present	President and Consultant Western Alternative Corrections, Inc. Hastings, Nebraska
1997 - Present	Owner and Operator Lazy L-D, Inc. Hastings, Nebraska
2001-2010	Client Affairs Counselor Fiduciary, Inc. Hastings, NE 68901
1992	Vocational Rehabilitation Consultant Kansas Rehabilitation and Clinical Consultants Wichita, Kansas
1991	Director of Service Coordination Human Rehabilitation Counseling Internship Choices for Independent Living Greeley, Colorado
1991	Rehabilitation Counselor Human Rehabilitation Counseling Practicum University of Northern Colorado Greeley, Colorado
1986 - 1990	Case Development Specialist Bart Hultine & Associates Hastings, Nebraska
1987 - 1989	Employment Service Instructor Mid-Nebraska Mental Retardation Services Hastings, Nebraska
1987	Employment Service Assistant Mid-Nebraska Mental Retardation Services Hastings, Nebraska

PROFESSIONAL ASSOCIATIONS/ ORGANIZATIONS

American Counseling Association
American Correctional Association
International Community Corrections Association
International Association of Rehabilitation Professionals
American Board of Vocational Experts
South Heartland Cancer Coalition- Board Member
American Counseling Association- Past Member
National Alliance for the Mentally Ill-Past Member
Association for Persons in Supported Employment-Past Member
Steering Committee for Vocational Issues for People with Mental Illness-
1997
Nebraska AIDS Project-1999
Nebraska Association of Adult Day Care Providers 1999-2001
National Institute of Justice- Past Member
Domestic Violence and Disability Initiative- Past Member

CERTIFICATIONS

Certified Rehabilitation Counselor (No. 28317)
Nebraska Workers' Compensation Court
Counselor (No. 0153)
Job Placement (No. PJ-0130)
American Board of Vocational Experts Diplomate (No. 1529)
Professional Counselor, State of Nebraska Certificate No. 1135
Licensed Mental Health Practitioner License No. 1977
Delta Society- Michelle & Rory Team- Pet Partners- I.D. #53808
Heartland K-9 Companion Unit- Predictable 5
Certified Job Coach - Western Washington University
Access USA (Trained Surveyor)

PROFESSIONAL ACTIVITIES

International Association of Rehabilitation Professionals
Rehabilitation Disability Case Management Board of
Directors - 2014-Present
Supporting Business of the Year- Western Alternative Corrections, Inc-
American Red Cross-Central Plains Chapter- 2011
International Association of Rehabilitation Professionals-
Nebraska Chapter- Board- 2005-Present
Past President 2008- & 2012
Psychological First Aid- Red Cross- Trainer- Present
Coping with Deployments- Red Cross- Trainer- Present

Military Reconnection Workshops – Red Cross- Present
 K-9 & Friends 2008- Present (Founder)
 Heartland K-9 Companion Unit- 2004 -2008
 Ron Gardner Meth Coalition – Board- 2007- 2009
 Judicial Nominating Commission, Supreme Court, District #5-2001-2007
 Commission on Rehabilitation Counselor Certification
 Ethics and Appeals Panel - 1998
 State Rehabilitation Council - 1999 to 2004 (Chair, 2004)
 Hastings Crime Prevention Council 1998 to 2003
 Citizen's Police Academy – 2002 Graduate
 Greater Nebraska Workforce Investment Board - 1999
 Colorado Rehabilitation Association
 Board of Directors - 1991
 Conference Planning Committee - 1991
 University of Northern Colorado Student Chapter of Colorado
 Rehabilitation Association
 Charter President(Organized student chapter, wrote constitution
 and by-laws.)
 Great Plains Regional National Rehabilitation Conference Colorado
 Representative - 1991
 Access USA - Surveyor
 Outstanding College Students of America
 Hastings Self-Advocacy Group (Advisor - 1988)
 Psychology Tutor - Hastings College - 1986 to 1990

PROFESSIONAL DEVELOPMENT

Emergency Mental Health: Assessment and Treatment March 2016
 Meet the Buyers- Nebraska Business Development Center November 2015
 IARP 2015 Annual Conference- Unmask Your Potential- Fall 2015
 YWCA- Hastings, NE- Young Professional Honoree- The Tribute to Women- April 2015
 NE IARP 2015 Tek It Eazy Conference February 2015
 IARP 2014 Annual Conference- Set A Course for Success- Fall 2014
 Legal- Ethical Issues and Behaviors Related to Provision of Services in Nebraska
 Workers' Compensation Cases – NE IARP 2014
 Ethical Considerations for Electronic Communication and Social Media – NE IARP 2014
 Vocational Rehabilitation from an Employers Perspective- NE IARP 2014
 Opportunities for Vocational Experts- 2013
 Do Former Prisoners Earn Less? Impact of Correctional Supervision on Future Earnings-
 2013
 The IARP Experience: Honoring the Past, Treasuring the Present and Shaping the Future
 – IARP Annual Conference, Charleston, SC 2013
 NE IARP Fall Conference – 2013
 NE IARP Challenging Placement and Winning- 2013
 Revolutionizing Diagnosis and Treatment Using the DSM-5 - 2013

New Ideas with an Old Familiar Twist – American Board of Vocational Experts 2013
 Annual Conference
 Progressive Goal Attainment Program (PGAP)- 2013
 Waves of Change: Oceans of Opportunity 2012 IARP International Conference 2012
 Ethics for Mental Health Professionals – 2012
 Test Review Manual for Vocational Evaluations – 2012
 Occupational and Demographic Data from the US DOL and Census Bureau – 2012
 Technology Ethics: Basics, Clinical Application and Decision Making – 2012
 Prescription Drugs: Abuse and Addiction -2012
 Coming Home Series- Department of Defense/ American Red Cross- Trainer
 NE IARP- Wild, Wild Rehab Conference 2011
 18th Annual International Association of Community Corrections Association (ICCA)
 “Doing What Works: How to Get it Done” – October 2010
 Bureau of Prisons North Central Region Contractor’s Conference- August 2010
 Mental Health Drugs- CM Home Study- 2010
 Motivational Interviewing- Skill Building Workshop- Kate Spec- 2010
 NE IARP- OMG What a Conference- 2010
 NE IARP- Lunch-N-Learn- 2009
 10 Ways Practitioners Can Avoid Frequent Ethical Pitfalls-
 CE-credit.com- 2009
 NE IARP- Restoring, Reforming and Rejuvenating Rehab in 2009- 2009
 NE IARP- Seminar + Webinar- 2008
 NE IARP- 2008 Ethics Portion: Seminar + Webinar- 2008
 NE IARP- ESL Plans The Move to Improve- 2008
 Restrictions or Restricting- IARP- 2007
 Issues & Ethics in the Helping Professions- American Schools-2007
 T-N-T: A Dynamite Conference (IARP, Forensic Rehabilitation) - 2007
 Get on Track II: Lancaster County Substance Abuse Action Coalition-2006
 The Interaction of Professions (IARP, Forensic Rehabilitation)- 2006
 Hultine, Michelle, Contributing Editor (2006). Methods and protocols: Meeting
 The criteria of general acceptance and peer review under Daubert and Kumho.
 Athens GA: Elliott & Fitzpatrick, Inc.
 Advance Studies in Forensic Rehabilitation- 2006
 A Day of Healing: A Journey to renew the body, mind and spirit- 2005
 Medical and Psychosocial Aspects of Addiction- 2005
 Guardianship Training- University of Nebraska Cooperative Extension- 2005
 Get Out of the Box, Explore Your Vocational Horizon- Nebraska IARP- 2005
 Train the Trainers for Psychological First Aid- 2005
 Nebraska Psychological First Aid Training- 2005
 Understanding and Using the American Society of Addiction Medicine (ASAM)
 PPC-2R - 2004
 Animal Assisted Therapy – 2004
 Nebraska IARP Annual Conference – 2004
 Anger Control Made Easy – 2004
 Employment Network Capitalization Funding Training- 2004
 Ethics in Counseling and Psychotherapy - 2004

Ticket to Work Employment Opportunities Conference-2003
 Concurrent Issues in Rehabilitation NE-IARP Conference-2003
 Business Partnership Strategies-RCEP- 2003
 Coding & Billing for Therapy and Rehabilitation- 2003
 Nebraska IARP Symposium- 2002
 The Sexually Violent Offender-2002
 Personality Disorders in Social Work and Health Care-2002
 National Association of Job Training Assistance- Annual Conference- 2001
 How to Develop Successful Welfare to Work Programs-2001
 National Association of Workforce Development- Professionals-2001
 Ethical and Professional Issues in Counseling- 2001
 Urine Collection and Drug Testing Procedures- Redwood Biotech, Inc.- 2001
 American Board of Vocational Experts- Spring Conference- 2000
 ADA: From Policy to Practice- 1999
 Community Employment Services – 1999
 Taking Supported Employment into the Millennium - 1998
 American Board of Vocational Experts - 1998 Fall Conference
 Employment and Individuals with Psychiatric Disabilities - 1998
 Essential Functions: ADA - 1997
 Litigated Disability - 1997
 Issues Forum - Renewing the Spirit of Rehabilitation –1997
 The Business of Being a Supported Employment Entrepreneur- 1996
 Vocational Rehabilitation: Issues After LB 757 “Working Together” - 1996
 Employment Services for People with Long-term Mental Illness- 1995
 Veteran’s Administration - Traumatic Brain Injury: Managing the Case That Never
 Closes - 1993

RELATED COURSE WORK

Undergraduate - Hastings College, Hastings, Nebraska

Introduction to Psychology
 Remediation Psychology
 Psychology and the Law
 Experimental Psychology
 Physiological Psychology
 Clinical Psychology
 Personality Theories
 Abnormal Psychology
 Survey of Exceptional Children
 History of Psychology

Graduate - University of Northern Colorado, Greeley, Colorado

Theories of Counseling and Psychotherapy
 Rehabilitation Principles and Case Management

Medical Aspects of Disability
Psychological and Social Aspects of Disability
Vocational Evaluation and Assessment of the Handicapped
Rehabilitation Management
Interpretation and Evaluation of Behavioral Research
Occupational Information and Job Placement
Human Services Counseling Practicum
Neuropsychology of Learning Disabilities
Neuropsychology and Early Identification
Adult Neuropsychological Assessment
Seminar in Severe Cognitive Needs
Aging, Disability and Loss
American Disability Act (ADA) and Rehabilitation
Psychological Testing and Measurement

Angela M. LaBouchardiere, LMSW
1012 W. 45th St., Kearney, NE 68901
785-249-6301
angelalabouchardiere@gmail.com

Qualifications

- Over 15 years of experience working with at-risk and vulnerable populations.
- Deep commitment to supporting individuals involved in the criminal justice system to facilitate long-lasting positive change.
- Outstanding communication and interpersonal proficiencies, including excellent written, verbal and facilitation skills.

Education/ Licensure

2006 – 2008	Masters in Social Work (MSW)	<i>Washburn University, Topeka, KS</i> G.P.A. – 4.0
2000 – 2003	Bachelor of Arts in Psychology (BA) Minor - Criminal Justice	<i>Washburn University, Topeka, KS</i> G.P.A. – 3.32
2008 - Present	Licensed Master Social Worker	<i>Kansas</i>
2013 – 2017	Licensed Master Social Worker	<i>Louisiana</i>

Experience

Executive Director

June 2016 - Present

Western Alternative Corrections, Inc.

- Oversight of residential and clinical treatment contracts with referring entities (state and federal)
- Manage day-to-day operations of Bristol Station Residential Reentry Center including, but not limited to, management of all personnel, budget, operations.
- Establish and maintain effective working relationships with Nebraska Department of Correctional Services, Parole Administration and Probation Administration, as well as United States Probation and Pre-Trial Services.
- Develop and implement policy and procedures.
- Oversee all contractual agreements with referring entities to ensure compliance.
- Research, development and strategic planning

Regional Probation/ Parole Social Worker

December 2013 – April 2016

Louisiana Office of Juvenile Justice

- Conduct pre-disposition psychosocial and psychosexual evaluations for youth involved in the juvenile justice system to be presented to the court.
- Analyze and verify factual information from collateral sources (family, education, law enforcement, treatment providers, etc.) to make recommendations for placement in the community or a secure-care setting, as well as service and/ or treatment modalities.
- Provide counseling services to juveniles using a trauma-informed approach,
- Provide offense-specific treatment to juveniles with sexual behavior problems utilizing evidenced-based practices.
- Prepare court reports and testify in court as requested.

Social Service Coordinator

February 2012 – December 2013

Mirror Inc. Federal Bureau of Prisons Residential Reentry Center

- Develop and coordinate reentry related programs to ensure continuity of care for adult offenders, as well as offenders with special needs such as significant health and/ or mental health needs, sex offenders, substance abuse and specialized gender specific programming.
- Assist in the development of targeted intervention strategies and progressive sanctioning procedures.
- Oversee employment services to include assessment of employment needs and employment verification, as well as facilitate evidenced-based cognitive behavioral groups.
- Collaborate with community services and resources to provide education and information to offenders to foster a smooth transition into the community.
- Promote a collaborative partnership with United States Probation and the Federal Bureau of Prisons to include co-facilitation of Job Trac group with a Senior United States Probation Officer utilizing the Offender Workforce

Development curriculum. Work closely with Federal Bureau of Prisons to maintain compliance with BOP standard operating procedures.

- Provide direct supervision to case management staff, as well as supervision to other RRC staff in the absence of the Director.

Social Worker Specialist/

August 2009 – February 2012

Sex Offender Program Specialist

Kansas Juvenile Justice Authority, Kansas Juvenile Correctional Complex

- Target services for high-risk adolescent males in a secure-care setting to include risk/ need assessment, development and implementation of individualized program plans, and creation of comprehensive release plans in collaboration with a multi-disciplinary team, as well as community providers, family and probation officers.
- Manage a high-risk sex offender unit and provide offense-specific treatment in an individual and group setting through the Successful Outcomes Achieving Reentry (SOAR) Federal grant.

Cognitive Behavioral Group Leader

April 2013 – December 2013

October 2010 – December 2011

Contractor – Shawnee County Community Corrections

Residential Reentry Specialist

October 2008 – March 2009

Mirror, Inc.

Mental Health Intern

August 2007 – May 2008

Shawnee County Department of Corrections

Professional Achievements

- Member of the American Correctional Association (2015 – Present)
- Restorative Justice Coordinator – Office of Juvenile Justice -Region 4/ Thibodaux, LA (10/ 14 - 4/ 16)
- Member of the National Association of Social Workers (2009-Present)

Certifications

- Ohio Risk Assessment System Certified Lead Trainer (8/ 18)
- Ohio Risk Assessment System – End User (4/ 18)
- Motivational Interviewing - facilitator and trained trainer (7/ 15)
- Mental Health Training: Curriculum for Juvenile Justice - facilitator (11/ 14)
- Moving the Margins: Training Curriculum for Child Welfare Services with LGBTQ Youth in Out-of-Home Care – facilitator (10/ 14)
- Offender Workforce Development Specialist Instructor – National Institute of Corrections (12/ 11)
- Offender Workforce Development Specialist – National Institute of Corrections (10/ 11)
- Effective Communication/ Motivational Strategies (3/ 10)
- Choices, Changes, Challenges cognitive-behavioral restructuring for juveniles – facilitator (1/ 10)
- Aggression Replacement Training - facilitator (11/ 09)
- 120 hours of Juvenile Corrections Training Academy (8/ 09)
- Thinking for a Change/ Cognitive Interventions - facilitator (12/ 08)

Evaluation Techniques

- Ohio Risk Assessment System (ORAS)
- Level of Service Inventory – Revised (LSI-R)
- Juvenile Sex Offender Assessment Protocol-II (JSOAP-II)
- Estimate of Risk and Adolescent Sexual Offense Recidivism (ERASOR)
- Child and Adolescent Needs and Strengths – Louisiana (CANS-LA)
- Structured Assessment of Violence Risk in Youth (SAVRY)
- Youth Level of Service Case Management Inventory (YLS-CMI)

Community Involvement

- Mental Health and Substance Abuse Taskforce – Hastings, NE (2018 – Present)
- Crime Prevention Committee – Hastings Police Department/ Hastings Chamber of Commerce (2016 – Present)
- Keep America Beautiful volunteer (2012-2013)
- Member of the Emergency Aid Council – Kansas (2008-2009; 2012-2013)
- Girl Scouts Beyond Bars Program volunteer (2008-2009)

References

Michelle Hultine – Owner/ President, Western Alternative Corrections, Inc.
101 S. Hastings Ave.
Hastings, NE 68901
402-462-2001

Melissa Goodman – Vice President of Correctional Services, Mirror Inc.
2201 SE 25th
Topeka, KS 66605
785-217-6393

Lauren Hyatt – Alcohol & Tobacco Control Specialist, State of Louisiana
333 Wade St.
Luling, LA 70070
985-413-3497

Shantara N. Shafer

4635 N. Baltimore Ave
Hastings, NE 68901
(402)984-2936

Education

Central Community College-Hastings

Associates of Applied Science

August 1999 to May 2002

- Administrative Assistant

Experience

Western Alternative Corrections, Inc

Bristol Station Residential Reentry Center

Case Manager (May 2015-present) /Residential Director (May 2022-present)

- Complete detailed individual assessment to determine risks and needs for each resident.
- Assign programming to meet the individual needs of each resident.
- Organize and conduct detailed weekly/biweekly resident meetings and follow up with detailed weekly case notes by the required deadline.
- Certified in MRT and facilitate weekly Moral Reconciliation Therapy Group
- Certified in OWDS and facilitate Offender Employment Readiness group.
- Assist residents in obtaining proper legal documentation to obtain employment.
- Assist residents in obtaining and maintaining employment.
- Develop and maintain professional relationships with staff members, Parole Officers, Probation Officers, and members of the community.
- Manage volunteer opportunities for the residents within the community.
- Ability to manage and prioritize daily work effectively and efficiently.
- Manage facility line staff and case managers.
- Assist in daily operations of the facility.
- Ensure and maintain the safety and security of the facility, staff, and residents.
- Prepare monthly billing efficiently and submit by the required deadline.

Western Alternative Corrections, Inc

Bristol Station Residential Reentry Center

December 2012 to May 2015

Facility Line Staff

- Maintain day-to-day operations of the facility, including answering calls, keeping logs, logging residents in/out of facility efficiently and accurately.
- Ensure safety within the facility and supervise residents during daily activities.

- Communicate effectively with a varied population of offenders including individuals from diverse ethnic, racial, cultural, and economical backgrounds.
- Develop and maintain effective relationships with other staff, case managers, and members of the community.
- Manage participation in community service activities.
- Apply policies and procedures rigidly without manipulation from offenders.
- Have proficiency in working with computers.
- Possess organizational skills, attention to detail, and the ability to “follow through”.
- Possess strong work ethic and ability to complete assigned tasks efficiently.
- Certified in First Aid and CPR.

Western Alternative Corrections, Inc

October 2009 to December 2012

UA Staff

- Complete necessary paper work to collect UA sample efficiently.
- Ensure proper procedures by offenders during UA process.
- Communicate effectively with Probation Officers as necessary.

Tender Heart Daycare

February 2008 to December 2012

Assistant Director

- Complete all necessary weekly and monthly paperwork for the State of Nebraska including the Department of Health and Human Services and the State of Nebraska Nutritional Services.
- Maintain effective relationships with all staff, parents, and children.
- Processed all of the accounts payable and accounts receivable including payroll.
- Manage day-to-day operations of the daycare including, but not limited to, management of the staff and schedules.

Professional References

Dustin Russell
402.718.0048
Dustin_Russell@nep.uscourts.gov

Cheryl Bicknase
308.482.0584
Cheryl.Bicknase@nebraska.gov

Laneya Rudolph
308.325.6062
Laneya.rudolph@nebraska.gov

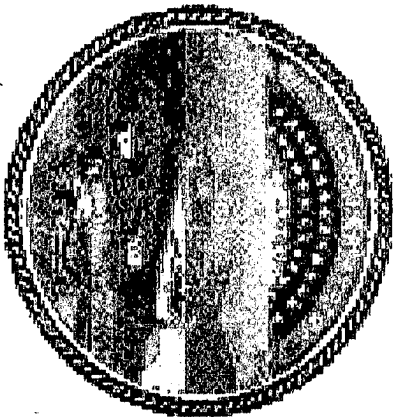


Certificate of Completion

Presented to

Tara Shafer

For successfully completing 160 hours of



Offender Workforce Development Specialist Training

Conducted by the Kansas Departments of Corrections

Johnson County Workforce Center, 9221 Quivira Road, Overland Park, Kansas

Certified Curriculum provided by the National Institute of Corrections

Jim Chastain - Program Manager

Kansas Department of Corrections

November 16th, 2016

Joe Norwood - Secretary of Corrections

Kansas Department of Corrections

Certificate Of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

Tara Shafer

HAS COMPLETED 32 HOURS OF BASIC TRAINING IN
MORAL RECONATION THERAPY®

PRESENTED THIS 11th DAY OF June 2016



Correctional
Counseling, Inc.




PRESIDENT AND FOUNDER

Sheila Helleberg 402-463-7470

2417 West 9th St. Hastings, NE 68901

Helleberg5273@yahoo.com

Professional Profile

Graduate, Central Community College, Associates in Business Technology.

- Written communication proficiency
- Exceptional customer relations
- Effective time management abilities
- Competent in Microsoft Office
- Positive team player
- Extremely reliable
- Proven multi-tasking expertise
- Advanced verbal communications
- Excellent employee relations
- Ambitious attitude
- High integrity
- Professionally empathetic

Professional Experience

Bristol Station

Hastings, NE

December 2016-present

Facility Monitor/Staff Supervisor

- Monitor residents.
- Sign Residents in and out.
- Facility counts.
- UA's and BA's.
- Supervise staff

St. Francis ADTC

April 2014-November 2016

- Supervised clients
- Organized activities
- Distributed medications

Kmart

Hastings, NE

February 2013-April 2014

Front End Lead

- Enriched customer service experiences
- Improved revenues via real-time pricing and inventory control
- Reduced liabilities thru the timely processing of return goods
- Enhanced product awareness by way of a clean and well organized environment

Set and Service Resources

Hastings/Grand Island, NE

November 2010-May 2011

Marketing/Merchandising Specialist

- Enriched customer service experiences
 - Improved revenues via real-time pricing and inventory control
 - Reduced liabilities thru the timely processing of return goods
 - Enhanced product awareness by way of a clean and well organized environment
-

Spar Marketing

Hastings/Grand Island, NE

July 2009-August 2010

Marketing/Merchandising Specialist

- Improved revenues via real-time pricing and inventory control
- Enhanced product awareness by way of a clean and well organized environment
- Reduced liabilities thru the timely processing of return goods
- Enriched customer service experiences

Hastings Tribune

Hastings, NE

August 2005- February 2009

Processing Specialist

- Machine operator
- Data input of customer information for receipt of newspapers
- Filing of customer information
- Responsible for maintaining clean and safe work environment

Education

Associates in
Business Technology

Central Community College,
Hastings, NE

December 2013

Associates degree in Business Technology: Emphasis on Administrative Services.

Certificate in Business Technology: Emphasis on Administrative Professional.

Diploma in Business Technology.

Certificate in Business Technology: Emphasis on Administrative Assistant.

References

Robert Bernt: 308-227-8542.

Tommy Arnt: 402-613-7901

Vicki Phillips: 402-469-0734

Jenny Taylor: 402-314-0265

Certificate of Attendance

“Trauma 101 and Recovery Webinar Training”

May 10, 2021
10:00 am - Noon

This certificate is awarded to:

Sheila Helleberg

Kay Glidden, Trainer, Compassion Resiliency

Beth Reynolds Lewis, Trainer, Region 3
Behavioral Health Services

Region 3
Behavioral
Health Services

BHECN

BEHAVIORAL HEALTH
EDUCATION CENTER
OF NEBRASKA

Certificate of Training

This certifies that

Sheila Helleberg

Has successfully completed the CBI4NEI Training Course
through the Nebraska Division of Parole Supervision.

13 January 2022

Date

Julie A Micek

Julie Micek

Director

Nebraska Division of Parole Supervision



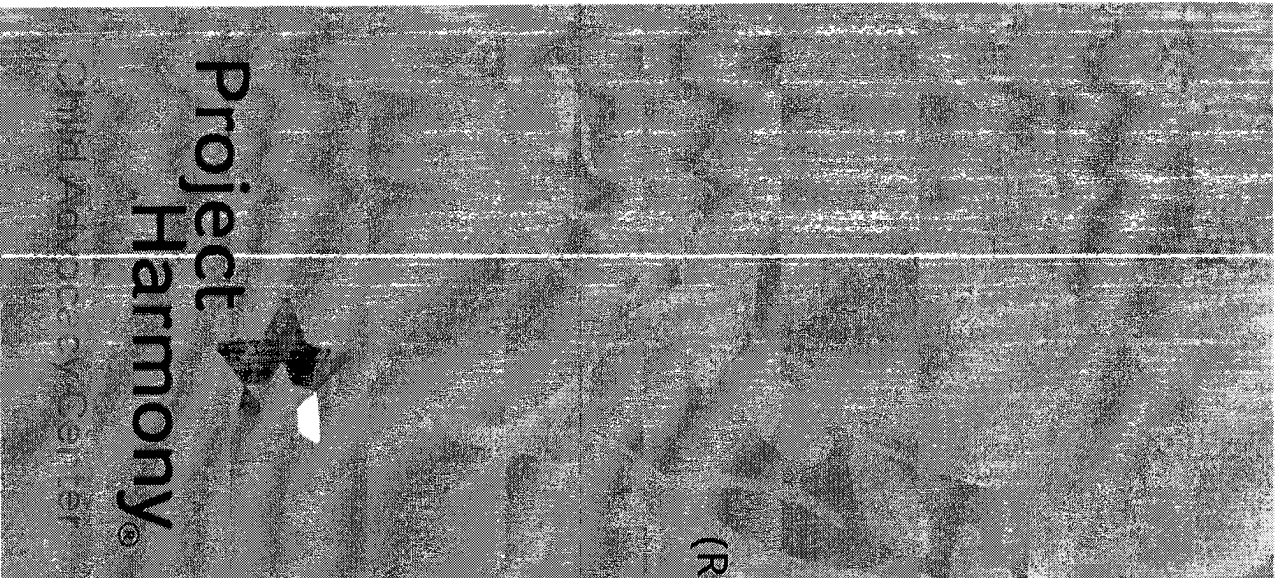
Certificate of Completion

This certificate is to certify that

Sheila Helleberg

has successfully completed

(Region 6) Motivational Interviewing Cohort - Fall 2022 (Scheduled W



08/29/2022

Scott Butler, Ed.D., LMHP

Date of Completion

Project Harmony Training Institute

Project Harmony — Omaha, NE

Director of Training

6 CE(s) Credits

This training meets the requirements for CE(s) (Continuing Education) for social workers and Licensed Mental Health Professionals in Nebraska and Iowa.

Christina Petersen

402-942-1457 • christipetersen25@gmail.com • Hastings, NE 68901

Summary

Organized and motivated employee eager to apply time management and organizational skills in various environments. Seeking entry-level opportunities to expand skills while facilitating company growth.

Skills

- Active Listening
- Maintaining Client Records
- Collaboration and Teamwork
- Behavioral Management Planning
- Implementing Client Care Plans
- Verbal and Written Communication
- Attention to Detail
- Goal Setting
- Scheduling and Appointment Setting
- Problem-Solving

Experience

04/2019 - Current

Health Care Service Facilitator , **Mid-Nebraska Individual Services**, Hastings, NE

- Built and maintained strong relationships with patients by successfully resolving issues and responding promptly to phone inquiries.
- Maintained confidential patient documentation to prevent data compromise and comply with HIPAA regulations.
- Collaborated with social workers to support patients.
- Maintained thorough and accurate records outlining program operations and participant progress.
- Evaluated patient behavior and reported changes to clinical team.
- Worked successfully with diverse group of coworkers to accomplish goals and address issues related to the health care of our individuals.
- Prioritized and organized tasks to efficiently accomplish service goals.

03/2018 - 04/2019

Data Entry Clerk, **Hall County Court House** , Grand Island, NE

- Reviewed, corrected or deleted data, verifying customer and account information.
- Maintained database by entering new and updated customer and account information.
- Scanned and stored files and records electronically to reduce paper files and secure data.
- Proofread and edited documents to correct errors.
- Reviewed and updated account information for legal documents.

05/2014 - 03/2018

Registration Clerk, **Faith Regional Health Services**, Norfolk, NE

- Welcomed patients to facility and assisted with registration sign-in process.
- Responded to incoming department phone calls and directed callers to appropriate team members based on need.
- Explained forms and documents to patients, guardians and family members, distributing

copies and confirming comprehension.

- Registered patients for outpatient procedures and emergency services.
- Asked various questions from clients to obtain the information necessary for paperwork.
- Carefully checked insurance information for benefits coverage and input pre-authorization documents into system.

Education and Training

05/2004

High School Diploma

Twin River Sr High School, Genoa, NE



Professional Experience

Outpatient Therapist, South Central Behavioral Services, Hastings, NE July 2018-Current

- Provides outpatient therapy for individuals with mental health and substance use disorders
- Conducts mental health and substance use intake assessments for adolescents and adults for ongoing treatment, parole risk assessments for individuals recently released from prison, and crisis risk assessments for local inmates who are experiencing self-harm and/or suicidal tendencies
- Provides on call therapy services for individuals who are experiencing a crisis in the community
- Facilitates various therapy groups for ongoing clients at SCBS and as a contracted facilitator through District 10 Probation

Contracted Group Facilitator, Western Alternative Corrections, Hastings, NE August 2019-September 2020

- Led the weekly Relapse Prevention group for the residents at Bristol Station
- Worked with Bristol and WAC staff to keep track of attendance and reporting any concerns
- Initially led groups in person but switched to virtual during the pandemic

Multi-Systemic Therapy (MST) Therapist, Mid-Plains Center, Grand Island, NE March 2018-June 2018

- Provide MST services via the MST model to adolescents and their families to assist with the rehabilitation and reintegration into the community for juvenile offenders.
- Provide clients and their families with weekly home visits to work towards stated goals and to work on behavioral needs.
- Keep in contact with client's probation officer as needed and attend probation team meetings 1-2 times a month.
- Participate in weekly MST team supervision as well as weekly consultation with MST expert to staff cases.

QMHP-II, Expanded Mobile Crisis Outreach Team, Integral Care, Austin, TX April 2016-February 2018

- Partnered with Travis County first responders in order to complete crisis assessments, assess for safety and ability to remain in the community.
- Assist with coordination of admission for a higher level of care such as respite, detox, or inpatient treatment
- Provide clients with crisis follow up home visits in order to determine ongoing needs.
- Provide clients with requested resources and assist clients with connecting to appropriate ongoing services.
- Participate in weekly staff meetings with the EMCOT team to discuss further needs for clients and/or closure to EMCOT services.

Therapy Intern, Richard H Young Hospital-Acute Psychiatric Adult Unit, Kearney NE January 2014-May 2014

- Completed Bio-Psycho-Socials on patients upon admission
- Led psycho-educational and psychotherapy groups
- Assisted patients in the construction of their Wellness Recovery Action Plan (WRAP; familiar with but not certified)
- Met with patients for individual counseling sessions
- Met for daily team meetings, assisted with discharge planning, setting up appointments, and finding housing/transportation as needed

Student Intern, Saint Francis Alcohol and Drug Treatment Center, Grand Island NE August 2013-October 2013

- Received an introduction working with Substance Abuse clients in a short-term Residential program
- Assisted clients with paperwork and testing for their intake evaluations



Student Group Leader, Buffalo County Reporting Center, Kearney NE

June 2013-July 2013

- Led two eight-week psycho-educational groups (Bettering Communication, Healthy Relationships) for individuals on probation

Education

University of Nebraska at Kearney

August 2011-May 2014

Received a Masters of Science in Education with an emphasis in Clinical Mental Health Counseling through the CACREP accredited Counseling and School Psychology (CSP) program.

University of Nebraska at Kearney

August 2006-December 2010

Received a Bachelor of Science in Family Studies with a minor in Spanish.

Licensure

Independent Mental Health Practitioner

License #2911

Expires 09/01/2024

Licensed Alcohol and Drug Counselor

License #P-1478

Expires 09/01/2024



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 5/18/2023.

Name: Cristianne Sheree EagleFeather Moreno
Type: Alcohol and Drug Counselor
Number: 1478
Status: Active
Issued: 07/28/2022
Expiration: 09/01/2024
Education: 05/09/2014 University of Nebraska at Kearney
05/09/2014 University of Nebraska at Kearney

Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 5/18/2023.

Name: Cristianne Sheree EagleFeather Moreno
Type: Independent Mental Health Practitioner
Number: 2911
Status: Active
Issued: 12/28/2021
Expiration: 09/01/2024
Education: 05/09/2014 University of Nebraska at Kearney
05/09/2014 University of Nebraska at Kearney

Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

Nandi N. Thomas

2921 Fowler Ave. Omaha, NE 68111 – nandithomas95@gmail.com – 531-777-5643

Objective: To obtain a position as a Substance Abuse Counselor for the purposes of gaining experience, obtaining hours toward full licensure, and the opportunity to impact lives

Education

B.S. IN SOCIAL WORK, in progress, 2020-Present

University of Nebraska at Omaha

A.S. CHEMICAL DEPENDENCY COUNSELING, 2014-2020

Metropolitan Community College

A.S. HOSPITALITY AND FITNESS MANAGEMENT, In progress, 2015-2022

Community College of the Air Force, Maxwell AFB, Alabama

HIGH SCHOOL DIPLOMA, 2014

Omaha North High School, Omaha, Nebraska

PROFESSIONAL WORK EXPERIENCE – CUSTOMER SERVICE AND ADMINISTRATION

155th Air Refueling Wing, October 2020 – December 2021

Base Services Specialist

- Prepare required paperwork for drill; cleaning checklists, administrative checklists, receipts, and receiving reports while preparing the dining facility and any food required for drill weekend.
- Prepare shopping lists, based on Production Logs to complete food and drink orders for drill weekend.
- Complete food and drink orders for drill weekend.
- Manage and update lodging verifications and answer member questions about lodging or food for each month of drill.
- Answer Services Flight telephone and answer member questions or transfer members to Base Services Manager.
- Manage and oversee the cleanliness of the Fitness Room.
- Receive food orders, check in food, and ensure necessary paperwork is accurate and filed.
- Answer any flight member questions, assist members in preparing for drill, and conclude drill with the collection of the proper paperwork and checklists.

PROFESSIONAL WORK EXPERIENCE – MEDICATION MANAGEMENT AND PATIENT CARE

Nebraska Medicine Inpatient Pharmacy, February 2018 – January 2021

Certified Pharmacy Technician

CVS Pharmacy, February 2017 – August 2017

Licensed Pharmacy Technician

- Assist Registered Pharmacists in gathering and governing accurate medications to patients throughout the hospital and pharmacy.
- **ATTENTION TO DETAIL AND EXCEPTIONAL MULTITASKING**
- Manage class-II substances (narcotics) and various kinds of prescription medications, as well as compound medications and calculate administration rates and order intravenous medications for patients.
- **ATTENTION TO DETAIL AND DATABASE INPUT**
- Input and extract medication and patient information into hospital database, as well as go through medication dispensing machines (Omnicells) throughout the hospital and pharmacy, extract outdated medications and refill with in date supply.
- **STRONG COMMUNICATION AND PROBLEM-SOLVING SKILLS**
- Answers pharmacy telephone and communicates with doctors, nurses, and pharmacists

regarding patient medication and patient care, communicates with insurance companies regarding prior authorizations and early refills for patient medications.

- **STRONG TEAMWORK, TEACHING SKILLS, AND RESPONSIBILITY**
- Work amongst over 200 other Pharmacy Technicians and over 150 Pharmacists, regularly train incoming Pharmacy Technicians and Pharmacy Interns on multiple job functions, and run STAT medications to wherever they are needed throughout the hospital.
- **DEDICATION AND PROFESSIONALISM**
- Called in to work different shifts as well as multiple shifts, on multiple occasions for pharmacy emergencies (total pharmacy computer shutdown - multiple times, severe staff shortage, COVID-19)

PROFESSIONAL EXPERIENCE– CASE MANAGEMENT AND PATIENT CARE

Charles Drew Health Center – MCC Practicum, September 2019 – August 2020

Provisionally Licensed Alcohol and Drug Counselor, Behavioral Health Intern

Valley Hope of Omaha – December 2021 – September 2022

Provisionally Licensed Alcohol and Drug Counselor, Substance Use Counselor

- Maintain a patient caseload under the supervision of a fully licensed counselor and regularly see patients for substance abuse evaluation and treatment.
- Facilitate Level 2 – Intensive Outpatient Treatment in both in-person and telecare formatting.
- Facilitate Level 1 Outpatient Treatment in both in-person and telecare formatting.
- Communicate with clients’ lawyers, Parole Officers, Probation Officers, and families regarding their substance abuse treatment.
- Engage in regular individual counseling sessions with clients.
- Regularly submit updates about clients’ treatment via electronic health systems.
- Regularly update clients’ Parole or probation officers regarding their substance use treatment – if requested.
- Administer substance use assessments to clients.
- Administer substance use evaluations to clients.
- Answered phone calls, took messages, modified and scheduled patient appointments, made referral and appointment reminder phone calls to patients, made copies of paperwork and assessments, and filed paperwork.
- Facilitated a client education group on smoking Cessation, at Open Door Mission homeless shelter.
- Facilitated support groups at Omaha community tower housing projects.
- Supported therapists by completing preliminary assessments with new patients and patients requiring evaluations (mental health or substance use).

PROFESSIONAL EXPERIENCE – FOOD SERVICE, MORALE, WELFARE, & RECREATION, AND CUSTOMER SERVICE

Nebraska Air National Guard (NEANG), 2015 - Present

Services Journeyman

- Prepare, cook and serve food for entire base, on drill weekend.
- Work 24-hour operations in alert kitchen during readiness exercises
- Follow strict guidelines for food handling, including handwashing and periodic temperature checks of food.
- Complete and submit paperwork pertaining to food handling, food preparation, and food storage to Dining Facility Manager.
- Plan and execute activities designed to boost morale for the entire Force Support Squadron.
- Organize and file paperwork and checklists pertaining to food Service, Fitness, Accounting, and storeroom.

SPECIAL SKILLS AND CERTIFICATIONS

- Provisionally Licensed Alcohol and Drug counselor

-
- CPhT (Certified Pharmacy Technician)
 - ServSafe Certified (food handling license)
 - Active Listening – Problem Resolution and Crisis Intervention
 - Proficient in Microsoft Word, Excel, and PowerPoint
 - 10+ Years of Customer Service Experience
 - Type 80 WPM
 - Independent Worker
 - Detail Oriented
 - Internal/External Communication Skills

COMMUNITY INVOLVEMENT

- Facilitated Smoking Cessation education class at Lydia House shelter, 2019 – 2020
- Served Food and cleaned up following the meal at Open Door Mission Shelter, 2012 - 2015
- Performed lawn care and landscaping at Battlefield National Park in Fort Lee, VA, 2016
- Support Volunteer for Boys Scouts of America Day Camp, 2012 – 2014

REFERENCES AVAILABLE UPON REQUEST



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 5/18/2023.

Name: Nandi Nzingna-Naomi Thomas
Type: Provisional Alcohol and Drug Counselor
Number: P-1797
Status: Active
Issued: 06/12/2020
Expiration: 06/12/2026
Education: 05/20/2014 North High Magnet School, Omaha, NE

Disciplinary/Non-Disciplinary Information:

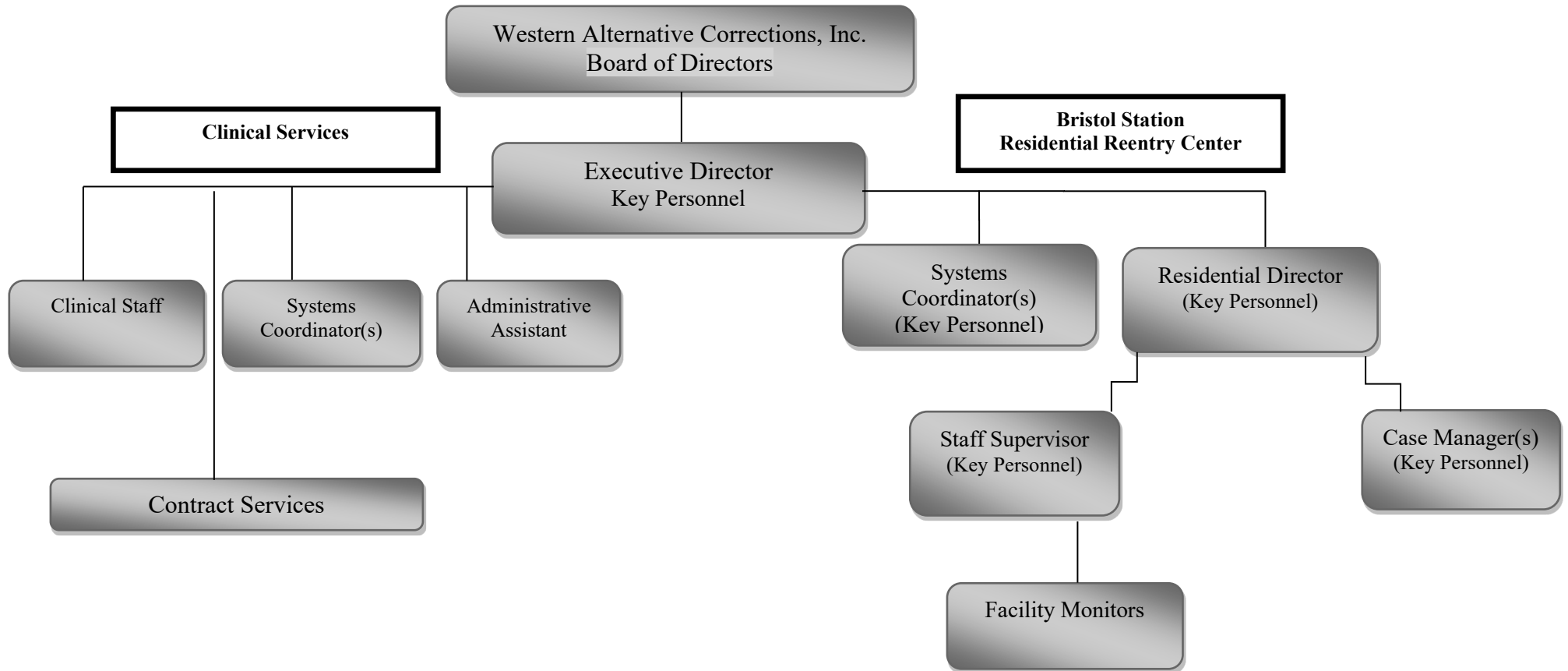
No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #15 Western Alternative Corrections, Inc. Organizational Chart

Western Alternative Corrections, Inc. - - Organizational Chart



WAC will be governed by a Board of Directors. The Executive Director will report directly to the Board of Directors and will be responsible for the day-to-day operations of the Clinical Services and Residential Reentry Center, and ensuring compliance with all referring entities and other required codes and policies. The Executive Director will oversee all staff and services that will be contracted to outside entities.

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #16 Position Descriptions



JOB DESCRIPTION

Job Title: Facility Staff Supervisor

Type of Position: Key Personnel; Exempt Full-time

Reports To: Residential Director and/or Executive Director

Normal Working Hours: Monday through Friday, weekends as needed. Required to work on 1st, 2nd or 3rd Shift. Required to work the hours necessary to perform the functions of the position and may be required to work other shifts as needed.

Essential Functions:

- Supervise Facility Staff
- Complete bi-weekly staff schedule and coordinate staffing during working hours
- Complete Requests for Leave of Absence and track PTO time accrued and used by Facility Staff
- Ensure adequate staff coverage on all three shifts
- Assist in the hiring/termination process of facility staff
- Observe and provide staff guidance on proper completion of all logs, incident reports, documentation
- Conduct performance evaluations of facility staff under direction of Residential Director and/or Executive Director
- Coordinate and implement resident accountability program
- Participate in weekly Program Review Team and give input regarding resident behavior
- Coordinate Safety Program of facility as Safety Officer
- Coordinate Maintenance Program of Facility and coordinate contractors as maintenance is being conducted inside facility
- Provide daily face-to-face interaction and supervision of residents in all program components
- Perform searches of resident rooms, living space and persons and document daily
- Ensure cleanliness of facility including resident chores and staff cleaning.
- Directly supervise residents within the housing areas of the facility including, but not limited to, direct supervision during meal service, random or scheduled housing and room searches



Essential Skills:

- Demonstrate consistent sound judgement and decision-making skills
- Fulfill a number of clerical duties by established deadlines.
- Communicate effectively – written and verbal
- Ability to multitask and demonstrate superior organizational skills
- Communicate effectively with a varied population of individuals including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders
- Efficiently and accurately complete paperwork including release records, reports, logs, requests, memos, rosters and other forms and reports as assigned and filing of same
- Demonstrate attention to detail
- Tactfully and courteously establish and maintain effective working relationships with other staff, outside law enforcement agencies, representatives and members of the public
- Appropriately respond to emergencies at the facility and contact law enforcement when appropriate
- React quickly and calmly to various situations and make effective decisions while in stressful situations
- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems
- Apply policies and procedures rigidly without manipulation by residents

Other Duties:

- Maintain availability by phone outside of working hours
- Perform other job duties as assigned by management

Physical Requirements:

- Ability to navigate steps/stairs numerous times daily
- Ability to lift up to 50 pounds occasionally
- Ability to carry 30-pound objects up and down stairs occasionally
- Ability to stand and walk for extended periods of time
- Ability to kneel and crouch frequently
- Ability to get down on the floor level and get up from the floor level numerous times daily
- Ability to properly perform pat searches on offenders
- Ability to drive a company vehicle



Education, Job Experience and/or Required Licenses:

- High school diploma and, at a minimum, one-year supervisory experience.
- CPR, First Aid and AED (automatic external defibrillator) certification (may be acquired with 60 days of hiring)
- Successful completion of training required by referring entities, if required
- Valid drivers' license

Other Requirements:

- No felony convictions or pending charges
- Approved by the referring entities for employment, if required
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections recognizes that an individual with a disability may require an accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.

Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Facility Staff Supervisor, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____



JOB DESCRIPTION

Job Title: Case Manager

Type of Position: Key Personnel; Exempt Full-time

Reports To: Residential Director and/or Executive Director

Normal Working Hours: Monday through Friday varied schedules, including weekend hours when necessary. Required to work the hours necessary to perform the functions of the position and may be required to work other shifts as needed. Must be available by phone outside of regular working hours.

Essential Functions:

- Perform case work and meet required documentation deadlines
- Manage resident cases and ensure compliance with program guidelines.
- Develop, evaluate, and analyze resident needs via risk/needs assessments.
- Develop individualized program plan based on risk/needs assessments
- Develop transition/release plans for residents
- Manage placement of residents in all appropriate outside counseling, outreach, and employment services
- Obtain and review referrals for potential residents
- Develop familiarity with community-based resources in the service area.
- Facilitate programming for residents that may include, but is not limited to: Moral Reconciliation Therapy, Vocational Programming, Vocational Assessments, Transition Skills, Parenting
- Make job site checks and verifications
- Make pass and living site verifications
- Participate in weekly Program Review Team and give input regarding resident behavior
- Directly supervise residents within the housing areas of the facility including, but not limited to, direct supervision during meal service, random or scheduled housing and room searches
- Appropriately respond to emergencies at the facility and contact law enforcement when appropriate

Essential Skills:

- Demonstrate consistent sound judgement and decision-making skills
- Fulfill a number of clerical duties by required deadlines
- Communicate effectively – written and verbal
- Ability to multi-task and demonstrate superior organizational skills
- Demonstrate excellent interpersonal skills



- Demonstrate attention to detail
- Adaptability to change in a dynamic working environment
- Communicate effectively with a varied population of individuals including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders
- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems
- Tactfully and courteously establish and maintain effective working relationships with other staff, outside law enforcement agencies, referring entity representatives and members of the public
- Apply policies and procedures rigidly without manipulation by residents

Other Duties:

- Assist facility staff as necessary
- Share information about the RRC program with other companies/agencies and field questions regarding services
- Attend meetings and training as required
- Maintain availability by phone outside of working hours
- Perform other job duties as assigned by management

Physical Requirements:

- Ability to navigate steps/stairs daily
- Ability to lift up to 50 pounds occasionally
- Ability to carry 30-pound objects up and down stairs occasionally
- Ability to stand and walk for extended periods of time
- Ability to kneel and crouch occasionally
- Ability to get down on the floor level and get up from the floor level occasionally
- Ability to properly perform pat searches on offenders
- Ability to drive a company vehicle

Education, Job Experience and/or Required Licenses:

- Four-year degree in a social or behavioral program from an accredited college or university. Work experience may be substituted for educational experience on a one-to-one basis if applicable
- CPR, First Aid and AED (automated external defibrillator) certification (may be acquired within 60 days of hiring)
- Successful completion of training required by referring entities, if required
- Valid drivers' license



Other Requirements:

- No felony convictions or pending charges
- Approved by referring entities for employment, if required
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections recognizes that an individual with a disability may require an accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.

Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Case Manager, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____



JOB DESCRIPTION

Job Title: Clinician

Type of Position: Key Personnel; Exempt Full-time

Reports To: Executive Director

Normal Working Hours: Hours vary. Required to work the hours necessary to perform the functions of the position. Must be available by phone outside of regular working hours on a rotational basis.

Essential Functions:

- Conduct substance abuse and/or mental health intake assessments
- Provide individual substance abuse and/or mental health treatment
- Provide group substance abuse and/or mental health treatment
- Provide family substance abuse and/or mental health treatment
- Develop comprehensive treatment plans
- Complete weekly treatment schedules
- Maintain client related documentation such as clinical treatment plans, attendance records, monthly progress reports, program evaluation forms, discharge summaries, etc.
- Meet required documentation deadlines
- Maintain confidential client files
- Utilize Evidence-Based programming and treatment strategies according to the directive endorsed by referral source
- Fulfill a number of clerical and administrative duties
- Attend meetings and training as needed

Essential Skills

- Demonstrate consistent sound judgement and decision-making skills
- Communicate effectively - written and verbal
- Ability to multi-task and demonstrate superior organizational skills
- Demonstrate excellent interpersonal skills
- Demonstrate attention to detail
- Appropriately respond to emergencies and contact law enforcement when appropriate
- React quickly and calmly to various situations and make effective decisions while in stressful situations
- Tactfully and courteously establish and maintain effective working relationships with other staff, outside law enforcement agencies, referring entities and members of the public



- Adaptability to change in a dynamic working environment
- Communicate effectively with a varied population of individuals including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders
- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems
- Apply policies and procedures rigidly without manipulation by clients

Other Duties:

- Perform other job duties as assigned by administration

Physical Requirements:

- Ability to carry 30-pound objects.

Education, Job Experience and/or Required Licenses:

- Graduate from an accredited college or university with a Master's degree in social work, psychology, counseling or other closely related field.
- Possess and maintain appropriate license/certification to provide clinical treatment services, as required by the State of Nebraska Department of Health and Human Services licensing authority (LIMHP, LMHP, LADC). Provisional licensure may be accepted.
- Experience working with individuals with mental illness, substance abuse disorders and/or sex offenders is preferred.
- CPR, First Aid and AED (automated external defibrillator) certification (may be acquired within 60 days of hiring)
- Valid drivers' license

Other Requirements:

- No felony convictions or pending charges
- Approved by the referring entity for employment
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections, Inc. recognizes that an individual with a disability may require an accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.



Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Clinician, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____



JOB DESCRIPTION

Job Title: Executive Director

Type of Position: Key Personnel; Exempt Full-time

Reports To: Board of Directors

Normal Working Hours: Monday through Friday, 8 a.m. to 4 p.m., but required to work the hours necessary to perform the functions of the position and be available by phone outside of regular working hours.

Essential Functions:

- Strategic planning and program development for RRC
- Development and implementation of outside contracts to further growth of the company
- Develop and implement company policies and ensure compliance with all contract provisions and contracted services and other required codes as mandated by all referring entities
- Manage day-to-day operations of the Residential Reentry Center including, but not limited to, management of all personnel and the budget
- Manage operations of all outside contracts, including subcontractor agreements
- Demonstrate working knowledge and competency of the RRC's discipline procedures
- Train personnel as necessary
- Perform speaking engagements as necessary
- Meet with the Board of Directors on a regular basis
- Directly supervise offenders within the housing areas of the facility

Essential Skills:

- Demonstrate consistent sound judgement and decision-making skills
- Communicate effectively – written and verbal
- Demonstrate excellent interpersonal skills
- Appropriately respond to emergencies at the facility and contact law enforcement when appropriate
- React quickly and calmly to various situations and make effective decisions while in stressful situations
- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems
- Fulfill a number of clerical and administrative duties by established deadlines.



- Communicate effectively with a varied population of offenders including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders
- Efficiently and accurately complete paperwork including release records, reports, logs, requests, memos, rosters and other forms and reports as assigned and filing of same
- Tactfully and courteously establish and maintain effective working relationships with other staff, outside law enforcement agencies, referring entities, representatives and members of the public

Other Duties:

- Maintain availability by phone outside of normal working hours
- Make pass and living site verifications, as needed
- Make job site checks and verifications, as needed
- Perform other job duties as assigned by the Board of Directors

Physical Requirements:

- Ability to navigate steps/stairs daily
- Ability to lift up to 50 pounds occasionally
- Ability to carry 30-pound objects up and down stairs occasionally
- Ability to stand and walk for extended periods of time
- Ability to kneel and crouch occasionally
- Ability to get down on the floor level and get up from the floor level occasionally
- Ability to properly perform pat searches on offenders
- Ability to drive a company vehicle

Education, Job Experience and/or Required Licenses:

- Master's degree in a social or behavioral science program from an accredited college or university, two years of work experience in a related field and a minimum of two years in a supervisory position. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. Total work experience needed in lieu of the combination of education and work experience is six years, with two of the years in a supervisory position
- CPR certification, First Aid and AED (automated external defibrillator) certification (may be acquired within 60 days of hiring)
- Successful completion of training required by referring entities, if required
- Valid drivers' license



Other Requirements:

- No felony convictions or pending charges
- Approved by referring entities for employment, if required
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections recognizes that an individual with a disability may require an accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.

Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Executive Director, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____



JOB DESCRIPTION

Job Title: Facility Monitor

Type of Position: Non-Exempt, Full-time Or Non-Exempt, Part-time

Reports To: Staff Supervisor and/or Residential Director

Normal Working Hours: Any of the Facility's three shifts (7:45 a.m. to 4:15 p.m.; 3:45 p.m. to 12:15 a.m.; or midnight to 8 a.m.) Monday through Friday, as well as weekends as needed.

Essential Functions:

- Provide daily face-to-face interaction and supervision of residents
- Perform random searches of resident rooms, living space and persons and document daily
- Perform physical counts of residents for accountability
- Collect urine analysis samples from residents
- Perform breathalyzer testing
- Ensure cleanliness of facility to include doing any needed laundry or any other necessary cleaning tasks by end of shift
- Ensure residents complete any required cleaning
- Fulfill a number of clerical duties
- Directly supervise residents within the housing areas of the facility
- Efficiently and accurately complete paperwork including release records, reports, logs, requests, memos, rosters and other forms and reports as assigned and filing of same
- Tactfully and courteously establish and maintain effective working relationships with other staff, outside law enforcement agencies, referring entity representatives and members of the public
- Appropriately respond to emergencies at the facility and contact law enforcement when appropriate

Essential Skills:

- Demonstrate consistent sound judgement and decision-making skills
- Fulfill a number of clerical duties by established deadlines
- Communicate effectively – written and verbal
- Ability to multitask and demonstrate organizational skills
- React quickly and calmly to various situations and make effective decisions while in stressful situations



- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems
- Communicate effectively with a varied population of individuals including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders
- Apply policies and procedures rigidly without manipulation by residents

Other Duties:

- Perform other job duties as assigned by administration

Physical Requirements:

- Ability to navigate steps/stairs numerous times daily
- Ability to lift up to 50 pounds occasionally
- Ability to carry 30-pound objects up and down stairs frequently
- Ability to stand and walk for extended periods of time up to an entire shift
- Ability to kneel and crouch frequently
- Ability to get down on the floor level and get up from the floor level numerous times daily
- Ability to properly perform pat searches on offenders
- Ability to drive a company vehicle

Education, Job Experience and/or Required Licenses:

- High school diploma. Prefer a minimum of one year of work experience in the social service field or in a relevant position.
- CPR, First Aid and AED (automated external defibrillator) certification (may be acquired within 60 days of hiring)
- Successful completion of training required by referring entities
- Valid drivers' license

Other Requirements:

- No felony convictions or pending charges
- Approved by referring entities for employment, if required
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections, Inc. recognizes that an individual with a disability may require an



accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.

Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Facility Monitor, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____



JOB DESCRIPTION

Job Title: Residential Director

Type of Position: Key Personnel; Exempt Full-time

Reports To: Executive Director

Normal Working Hours: Monday through Friday varied schedules, including weekend hours when necessary. Required to work the hours necessary to perform the functions of the position and may be required to work other shifts as needed. Must be available by phone outside of regular working hours.

Essential Functions:

- Manage day-to-day operations of the residential reentry center;
- Ensure compliance with all Residential Reentry Center (RRC) and WAC policies, contract provisions, contracted services and required codes as mandated by referring entities
- Tactfully and courteously establish and maintain effective working relationships with staff, outside law enforcement agencies, referring entities and members of the public
- Supervise staff supervisor and facility staff, as needed
- Complete staff schedule and coordinate staffing pattern consistent with policy and needs of the facility
- Assist in the hiring/terminating process of facility staff
- Assist in the review of all potential residents
- Perform casework and meet required documentation deadlines
- Develop, evaluate, and analyze resident needs via risk/needs assessments and develop individualized program plans based off risk/needs assessments
- Manage placement of residents in all appropriate outside counseling, outreach, and employment services
- Coordinate Maintenance Program of Facility and coordinate contractors as maintenance is being conducted inside facility
- Develop working relationships with offices within the community
- Facilitate programming for residents that may include, but is not limited to: Moral Reconciliation Therapy, Vocational Programming, Vocational Assessments, Transition Skills, Parenting
- Participate in weekly Program Review Team and give input regarding resident behavior
- Oversee resident discipline



- Directly supervise residents within the housing areas of the facility including, but not limited to, direct supervision during meal service, random or scheduled housing and room searches

Essential Skills

- Demonstrate consistent sound judgement and decision-making skills
- Communicate effectively - written and verbal
- Ability to multi-task and demonstrate superior organizational skills
- Demonstrate excellent interpersonal skills
- Ability to speak in front of groups and facilitate training
- Demonstrate attention to detail
- Adaptability to change in a dynamic working environment
- Communicate effectively with a varied population of individuals including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders
- Fulfill a number of clerical duties by required deadlines
- Appropriately respond to emergencies at the facility and contact law enforcement when appropriate
- React quickly and calmly to various situations and make effective decisions while in stressful situations
- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems
- Apply policies and procedures rigidly without manipulation by residents.
- Attend meetings and training as needed

Other Duties:

- Assist facility staff as necessary
- Maintain availability by phone outside of working hours
- Share information about the RRC program with other companies/agencies and field questions regarding services
- Perform other job duties as assigned by administration

Physical Requirements:

- Ability to navigate steps/stairs daily
- Ability to lift up to 50 pounds occasionally
- Ability to carry 30-pound objects up and down stairs occasionally
- Ability to stand and walk for extended periods of time
- Ability to kneel and crouch occasionally



- Ability to get down on the floor level and get up from the floor level occasionally
- Ability to properly perform pat searches on offenders
- Ability to drive a company vehicle

Education, Job Experience and/or Required Licenses:

- Four-year degree in a social or behavioral program from an accredited college or university. Work experience may be substituted for educational experience
- CPR, First Aid and AED (automated external defibrillator) certification (may be acquired within 60 days of hiring)
- Successful completion of training required by referring entities, if required
- Valid drivers' license

Other Requirements:

- No felony convictions or pending charges
- Approved by referring entities for employment, if required
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections recognizes that an individual with a disability may require an accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.

Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Residential Director, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____



JOB DESCRIPTION

Job Title: Systems Coordinator

Type of Position: Key Personnel; Exempt Full-time

Reports To: Executive Director

Normal Working Hours: Monday through Friday, varying hours with occasional evening hours; but required to work the hours necessary to perform the functions of the position and be available by phone outside of regular working hours.

Essential Functions:

- Coordinates collection and preparation of reports
- Assist in preparation of budget, billing, annual expense reports
- Aid clinical and executive staff by coordinating services
- Assist in the development and implementation of policy
- Regularly meet required deadlines
- Facilitate on-boarding training
- Coordinate contractual services, training, schedules
- May direct services, such as maintenance, repair, supplies, mail, and files.
- Tactfully and courteously establish and maintain effective working relationships with other staff, outside law enforcement agencies, referring entities and members of the public
- Appropriately respond to emergencies and contact law enforcement when appropriate
- Develop working relationships with offices within the community
- Participate in weekly Program Review Team and give input regarding resident behavior

Essential Skills

- Demonstrate consistent sound judgement and decision-making skills
- Communicate effectively - written and verbal
- Ability to multi-task and demonstrate superior organizational skills
- Demonstrate excellent interpersonal skills
- Ability to speak in front of groups and facilitate training
- Demonstrate attention to detail
- Adaptability to change in a dynamic working environment
- Communicate effectively with a varied population of individuals including individuals from diverse ethnic, racial, cultural and economic backgrounds. This may include persons for whom English is not a primary language, persons with



developmental and learning disorders or individuals with a wide variety of psychiatric and physical disorders

- Accurately operate a variety of equipment including computers, printers, fax and fingerprint machines, digital imaging computers, radios, fire extinguishers and intercom systems

Other Duties:

- Assist facility staff and case managers as necessary
- Perform other job duties as assigned by management

Physical Requirements:

- Ability to navigate steps/stairs numerous times daily
- Ability to lift up to 30 pounds occasionally
- Ability to carry 30 pounds occasionally
- Ability to stand and walk for extended periods of time
- Ability to kneel and crouch occasionally
- Ability to get down on the floor level and get up from the floor level occasionally
- Ability to drive a company vehicle

Education, Job Experience and/or Required Licenses:

- Graduate from an accredited college or university
- CPR certification, First Aid and AED (automated external defibrillator) certification (may be acquired within 60 days of hiring)
- Successful completion of training required by referring entities, if applicable
- Valid drivers' license

Other Requirements:

- No felony convictions or pending charges
- Approved by referring entities for employment, if applicable
- Successful completion of drug and alcohol testing
- Successful completion of background check

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to perform the job successfully. Western Alternative Corrections recognizes that an individual with a disability may require an accommodation to enable him/her to successfully perform a job function. Consideration will be given to reasonable accommodations.



Acknowledgement of Receipt of Job Description

I, _____, acknowledge that I have reviewed and been given the opportunity to ask questions regarding the job description of Systems Coordinator, as outlined above. A copy of this job description has been provided to me.

Printed Name: _____

Signature: _____ Date: _____

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Technical Approach

TECHNICAL APPROACH

A. Understanding of the Project Requirements

WAC, Inc. has an intimate understanding of the components required to provide transitional living services as evidenced by longstanding, successful relationships with various referring entities. WAC, Inc. has been providing residential reentry/transitional housing services to various referring entities for over 10 years. WAC, Inc. has provided evidence of proper zoning and life safety requirements, as well as insurance requirements to provide services at Bristol Station RRC. WAC, Inc. has a current Operations Manual, as well as Emergency Procedures Manual for operations at Bristol Station RRC. Bristol Station RRC offers participants a safe, secure, structured living environment. Employees at Bristol Station RRC, and of WAC, Inc., are dedicated to providing a superior service to the individuals served.

B. Proposed Developmental Approach

WAC, Inc. has an extensive history of utilizing evidence-based practices to deliver offender specific programming at Bristol Station RRC. The foundation of the Bristol Station RRC program, which has been in operation for over 10 years, is based upon the interventions outlined in the “Evidence-Based Policy and Practice” initiative as presented by the National Institute of Corrections. The interventions include:

- Assessing actuarial risks/needs
- Increasing intrinsic motivation
- Targeted interventions
- Skills training
- Increase positive reinforcement
- Engage ongoing support in natural communities
- Measure relevant processes
- Provide measurement feedback

WAC, Inc. utilizes validated risk and needs assessments and evidence-based cognitive behavioral programs with an overall goal to reduce offender risk to reoffend. Upon admission to Bristol Station RRC each participant is given a validated risk/needs assessment. WAC, Inc. utilizes the Ohio Risk Assessment System – Community Supervision Tool (ORAS-CST) for participants at Bristol Station RRC. The ORAS-CST is designed to assess offenders in the community on probation or parole. The ORAS-CST assessment process includes a file or documentation review, a structured interview with the offender and an offender self-report questionnaire. The ORAS-CST identifies seven criminogenic domains/risk areas:

- criminal attitudes and behavioral patterns
- peer association
- substance use
- neighborhood problems
- family and social support
- education, employment and financial situation
- criminal history.

The individualized program plan, which outlines the programming requirements and targeted interventions for each participant, is developed to target risk factors identified during the ORAS-CST assessment, using the Risk, Need and Responsivity principles (RNR) with the overall goal of reducing the risk to reoffend. Upon successful completion of the program at Bristol Station RRC the program participant is given an exit risk/needs assessment (ORAS-CST) to again measure risk to recidivate. Completing a validated risk/needs assessment upon entrance and exit allows for the evaluation of program and service effectiveness.

- Attachment # 17 – Program & Intervention Matrix

WAC, Inc. also utilizes an evidence-based, validated assessment tool to assess well-being and satisfaction with life. The assessment identifies real life issues which are relevant during the development of the individualized program plan. This assessment helps build motivation and can also be used to evaluate job satisfaction. The assessment is given upon entrance to the program and upon successful discharge from the program. The following areas of life are measured/assessed: health, self-esteem, goals and values, money, work, play, learning, creativity, helping, love, friends, children, relatives, home, neighborhood, community.

C. Technical Considerations

There are up to 32 residential beds available to the Nebraska Board of Parole and/or Nebraska Division of Parole Supervision. Again, it should be noted that there are other referring entities which also have the option of utilizing the 32 residential beds not currently allocated to the VLS grant.

The referral process to serve individuals at Bristol Station RRC, in accordance with this RFP (RFQ 000765 Z6) includes the completion of a referral form by a member of Nebraska Division of Parole Supervision or Nebraska Department of Correctional Services which is submitted to the Executive Director, or designee, of WAC, Inc. The referral will be reviewed by the Executive Director, or designee, for appropriateness of placement into the program at Bristol Station RRC. If necessary, a brief phone interview with the individual seeking placement at Bristol Station and/or the referring entity will occur to gather additional information. The referring entity will be notified of the outcome of the referral (approval or denial). WAC, Inc. reserves the right to remove any individual from the program in the event of continued non-compliance with program requirements and/or program rules or if the individual poses a safety and security threat to the wellbeing of the facility, staff or residents. The referring entity will be notified immediately of any removal from the program.

- Attachment #18 - Referral Form

D. Detailed Project Work Plan

Services/Programs to be Delivered

- Residential Services
- Case Management Services
- Cognitive Behavioral Programming

Residential Services:

Program participants will reside at Bristol Station RRC located in Hastings, NE. The program serves male and females involved in the criminal justice system by providing cognitive-behavioral programs which target specific risk factors. Bristol Station RRC is staffed 24-hours a day, 7-days a week by trained, dedicated employees. Participants will receive daily support from staff in a setting which provides structure, accountability, and a safe environment. Outside of the programming components built within the program structure, as outlined below, there are other facility/program/housing considerations which are implemented to ensure resident, staff and community safety. These components provide structure and accountability, while others ensure the facility provides for a safe environment.

Level/Phase System:

The phase/level scale dictates the degree of privileges and community-based movements allowed for each resident.

Orientation/Level 0: Upon admission each resident is on Level 0 until Orientation is completed. Orientation for each resident occurs within the first 24-48 hours in which resident rules, facility procedures, emergency procedures and program objectives are reviewed. The resident must sign and acknowledge they have received and reviewed the facility rules. Upon completion of Orientation the resident moves to level 1.

Phase/Level 1: On Level 1 the resident is limited to job searching, required programs/treatment, religious programs and one weekly community movement for hygiene items. Once the resident has secured full-time employment, has been working consistently for 2 weeks, is participating in required programs and demonstrating compliance with facility rules they can advance to level 2.

Phase/Level 2: On level 2 residents have increased community-based movements for reentry programming activities and are allowed to take transition passes to an approved residence, with approval from the supervising entity. Resident passes begin in an 11-hour pass and progress to 24-hour overnight pass and finally a 48-hour pass. While on pass, all movements outside the residence must be approved by the assigned case manager; when not on a community movement or at work the resident must remain at the assigned residence.

Western Alternative Corrections, Inc. utilizes the weekly Program Review Team (PRT) to discuss resident progress. The PRT is comprised of the case managers, residential director, systems coordinator, executive director, treatment providers and supervision officers. Resident progression throughout the phase/level system is determined by the PRT.

Facility Accountability

Visitors: All visitors, contractors, volunteers, etc., entering or exiting the facility will be required to sign in/out upon arrival and exit. Documentation will include the visitors name, organization (if applicable), purpose of visit and time in/out.

Searches and Contraband: Western Alternative Corrections, Inc. has current policies and procedures for searches to control contraband and its

disposition. The policy outlines items which are considered to be contraband and is reviewed by residents upon admission, as well as included in the initial and annual staff training.

Pat searches are conducted upon entrance to the facility, as well as randomly, as deemed necessary. Pat searches include 'visual searches' which includes the removal of outer clothing garments. Facility searches are conducted on a weekly basis which include searching of common areas of the facility, as well as personal belongings of residents, including vehicles. Facility searches are documented in a search log which includes the area being searched, name of the staff performing the search and any contraband found during the search.

Count Procedures: Western Alternative Corrections, Inc. currently conducts formal, informal and emergency counts. Formal counts are documented and are conducted once per shift (3x a day) and informal counts are conducted at a minimum of once a day. Emergency counts are conducted in the event of an emergency or situation which deems it appropriate to conduct a count of all residents. Staff make regular and routine rounds throughout the facility to conduct undocumented ongoing counts and to visually observe the residents within the facility.

Video Surveillance: Western Alternative Corrections, Inc. utilizes video surveillance at all entrances and exits, as well as high traffic areas of the facility and facility grounds. Staff have access to real time video surveillance, and administrative staff have capabilities to review historical data on the system.

Community Accountability

Sign-In/Out System: Western Alternative Corrections, Inc. has a current contract with SecurManage™. The SecurManage program uses digital signature pads to make the sign in/out procedure effective and efficient. This program allows for a time stamped, chronological, digital accountability log for each resident. The SecurManage program also aids the staff in effectively monitoring accountability due to the notifications provided when there may be an issue. Documentation of a resident movement in and out of the facility includes, but is not limited to:

- Residents full name
- Method of transportation
- Work contact information
- Pass site contact information
- Time out
- Destination
- Purpose
- Authorized return time
- Time in
- Section for comments and staff initials

Authorized Absences (job search/work site, programs, pass site/furloughs): Accountability procedures have been established and implemented to ensure resident accountability when at a work site, program site or pass site. Prior approval

to any off-site location is required prior to departing the facility. Any deviations from pass site, program site or work site accountability will be at the discretion of the Executive Director or designee. Deviations will take into account balance between the residents approved program objectives.

Job Search/Worksite: Residents are required to complete an itinerary or job search request form prior to searching for a job outside of the facility. Addresses and points of contact are required information to be included in the job search form and accountability calls via video calls are required to verify the whereabouts of a resident. In the event the resident is unable to make a video call, they must obtain a signature from the identified contact person on the approved job search form. Accountability calls are logged into the SecurManage system with the date and time the resident called. These protocols allow for an optimal degree of accountability while job searching in the community.

Accountability procedures for residents working in the community includes accountability calls made via landline phone, or video call to visually confirm whereabouts of the resident, when the resident arrives to the worksite location, as well as when the resident leaves the worksite location. Random accountability calls or in person checks ins will also be employed at a frequency which ensures the accountability of the resident based on the needs of the individual resident. All accountability calls are logged into the SecurManage system with the date and time of the call. Upon return from the daily worksite, the resident is required to submit to a breathalyzer test and pat search.

Programs/Community Movements: Residents are required to submit a daily/weekly itinerary, in advance, to their assigned case manager for any off-facility movements to include programs such as, but not limited to, NA/AA, substance use treatment, weekly hygiene pass, religious activity, transitional/reentry program, etc. All movements require approval by the assigned case manager and include a departure date and time, location site address, allotted amount of time at the specified location, accountability measure to be employed (video call, landline call, signature, receipt, etc.) and date and time of return. All accountability calls/measures are documented in SecurManage with the date and time. All community movements are in accordance with the resident's current level or phase. Upon return from all community movements the resident is required to submit to a breathalyzer test.

Pass Sites: Eleven hour, 24-hour or 48-hour passes must be approved by the assigned case manager and supervising entity. All passes will have prior approval from the Director at the RRC, or designee.

Accountability procedures for residents on pass in the community includes accountability calls made via landline phone, or video call to visually confirm whereabouts of the resident, when the resident arrives to the pass site location, as well as any time the resident leaves and /or the pass site location from an approved movement. Random accountability calls will also be facilitated at a frequency which ensures the accountability of the resident based on the needs of the individual resident, at a minimum of 2x a day. All accountability calls will be documented in SecurManage, to include the date and time.

Residents are required to return to the facility prior to departing for an approved pass or program activity location. Upon return from any 11, 24, and/or 48-hour pass the resident is required to submit to a breathalyzer, pat search and urine test.

Drug and Alcohol Testing:

Western Alternative Corrections, Inc. has established policies and procedures for deterring and detecting illegal drugs and alcohol in the facility. All residents receive random urinalysis (UA) testing. Some residents may receive an increased number of UA's due to conditions of supervision or, history of use/abuse.

Staff of the same gender as the resident directly supervise the giving of the UA sample, and the collection of the urine into the specimen container. Residents must provide the UA sample within a 2-hour period of the initial request. Residents are kept under direct visual supervision/ observation until the sample is provided and collected, within the 2-hour period. Should the resident not be able to provide a sample upon the initial request, the resident is offered 16oz of water during the 2-hour period. An incident report is filed if a resident is unwilling or is unable to provide a UA sample within the 2-hour period. As soon as the specimen is collected, staff secure the specimen. Only authorized, trained staff are involved in handling of the supplies or collecting, recording, mailing and/or processing the test results.

Western Alternative Corrections, Inc. maintains a Urine Sampling Program Log which documents the name of the resident tested, the staff performing the test, the date, time and type of test administered, the test result and a box to note if the resident refused to cooperate. Western Alternative Corrections, Inc. currently uses Redwood Toxicology Laboratory for the confirmation testing for UA's.

With regard to alcohol testing, Western Alternative Corrections, Inc. utilizes the FC10 Plus breathalyzer, or will use a similar tool as an evidential breath measurement device – purchased and maintained through LifeLoc Technologies. Western Alternative Corrections, Inc. currently possesses three FC10 Plus devices to ensure there is one available at all times while the other may be out for calibration. We ensure that the device is maintained, calibrated and recalibrated in accordance with the manufacturer's standards, which requires calibration once per year. Only staff who receive training on the device will be allowed to operate the device.

A log documenting alcohol testing is kept which includes the name of the resident tested, staff performing the test, the date, time and type of test administered, the test result and a box to note if the resident refused to cooperate. If a test results in an alcohol content of .02 or higher, a second confirmation test is performed 15 minutes later. If the confirmation test indicates a blood alcohol content of .02 or higher an incident report is completed. Any resident who refuses an alcohol test will receive an incident report. Western Alternative Corrections, Inc. will report all serious incidents regarding drug and alcohol testing to the supervising entity immediately.

Life Safety:

Western Alternative Corrections, Inc. has current functional and inspected fire sprinkler systems and hard-wired integrated smoke, heat and fire detection systems throughout the entire facility. These life safety features are present in all areas accessible to residents. Annual inspections are conducted by Protex for fire alarm and fire extinguisher compliance

and Bamford Inc. for fire sprinkler inspections. Western Alternative Corrections, Inc. holds valid occupancy permits as issued by the Nebraska State Fire Marshal.

Space:

The building provides over 2,712 gross square feet per floor of indoor space, totaling between the three levels over 8,136 gross square feet. The main floor and upper floors are utilized for residential services, while the basement is utilized for administrative office space and meeting/visitation area. The main floor houses males and females in distinct and separate areas of the building. The entire main level is ADA accessible and meets ADA guidelines. The upper floor houses only males. The main and upper floors exceed 25 continuous square feet of unencumbered space per occupant. The square footage is not obstructed by objects and allows a reasonable person enough space to freely move about. Sleeping areas provide for reasonable privacy to all residents, however sleeping areas are accessible to staff at all times. Based on the number of individuals residing at the RRC, any or all of the housing areas may or may not be utilized.

Day rooms, common areas, closets, bathrooms, hallways and dining areas are not considered sleeping rooms. Each resident is provided with one bed, a locker with a padlock (which staff also have access to) and a plastic tote located in their sleeping area to keep personal items. Each area has a common area to be used for dining purposes which can accommodate the total number of residents. All areas have 2 points of emergency egress, as well as mounted fire extinguishers and pull stations which are inspected regularly. All areas of the facility are non-smoking and signs are conspicuously posted.

The outdoor grounds provide over 14,250 square feet of outdoor space consisting of designated male and female paved sitting/smoking areas, a garden, grass yard, horseshoe pit, grass/rock walking space. Smoking areas are over 25 feet away from all entrances and exits.

Computer Access/Telephone:

Residents have access to computer/internet technology, including printers, to assist with educational endeavors, employment, communication with family and support systems, as well as other reentry needs. Western Alternative Corrections, Inc. has two computers accessible to residents. Residents have access to telephones within the facility 24 hours a day/7 day a week.

Food Service:

Western Alternative Corrections, Inc. currently has a contract with Mary Lanning Health Care (MLHC) to provide food service for Bristol Station RRC. MLHC abides by state, local and federal food codes and prepares food in a clean environment. All meals meet recommended dietary allowances and guidelines as set forth by the American Dietary Association. MLHC does not provide food with poppy seeds, nor do they serve or provide alcohol. Residents sign an acknowledgment form during orientation which indicates they agree not to consume or eat food with poppy seeds.

All residents are provided three meals (breakfast, lunch, dinner) per day – Monday – Friday and on the weekend (Saturday & Sunday) they are provided brunch and dinner. Residents must sign up for daily meals to eliminate wasted food. Residents are not required to pay for food service and meals for residents who work irregular hours will receive comparable meals. Special meals/diets will be provided to those residents who provide documentation of a confirmed religious preference or at the direction of a physician or dentist.

Personnel/Staffing:

Bristol Station RRC is staffed 24-hours a day, 7-days a week by trained staff dedicated to the mission and goals of Western Alternative Corrections, Inc. The staffing pattern is reflective of the resident population within the facility. The Bristol Station RRC team is comprised of Facility Monitor(s), Staff Supervisor, Case Manager(s), Systems Coordinator(s), Residential Director and Executive Director. Administrative staff (Executive Director, Residential Director, Case Manager, Systems Coordinator, Staff Supervisor) are available 24/7 as well, either by presence at the facility during normal working hours, or via the administrative on-call rotation in which one administration staff is available via phone outside working hours. Each employee possesses unique strengths which are valued, supported and utilized as part of the team.

Case Management Services:

Each program participant receives weekly or bi-weekly case management services. During the initial meeting with the case manager, they conduct a risk/needs assessment. Western Alternative Corrections, Inc. utilizes the Ohio Risk Assessment System – Community Supervision Tool (ORAS-CST), a validated risk/need assessment to determine the risk to reoffend and needs of each program participant. The ORAS-CST is designed to assess offenders in the community on probation or parole. The ORAS-CST assessment process includes a file or documentation review, a structured interview with the offender and an offender self-report questionnaire. The ORAS-CST identifies seven criminogenic domains/risk areas:

- criminal attitudes and behavioral patterns
- peer association
- substance use
- neighborhood problems
- family and social support
- education, employment and financial situation
- criminal history

The ORAS-CST may be completed in collaboration with the case manager and parole officer. Upon completion of the ORAS-CTS assessment the case manager and resident develop an Individualized Program Plan, which outlines the programming requirements and targeted interventions for the resident, as well as personal goals identified by the resident. The Individualized Program Plan and goals are discussed during weekly case management meetings.

Western Alternative Corrections, Inc. also utilizes the evidence-based, validated assessment tool Quality of Life Inventory (QOLI) to assess well-being and satisfaction with life. The QOLI identifies real life issues which are relevant during the development of the Individualized Program Plan. The QOLI helps build motivation and can also be used to evaluate job satisfaction. The QOLI is given upon entrance to the program and upon exit from the program. The QOLI measures the following areas of life: health, self-esteem, goals and values, money, work, play, learning, creativity, helping, love, friends, children, relatives, home, neighborhood, community.

Upon successful completion of the program at Bristol Station RRC the program participant is given an exit risk/needs assessment (ORAS-CST) to again measure risk to recidivate, as well as an exit QOLI. Completing a validated risk/needs assessments upon entrance and exit allows for the evaluation of program and service effectiveness.

Cognitive Behavioral Programs/Curriculum:

Western Alternative Corrections, Inc. offers a variety of cognitive-based programming components, all aimed at increasing intrinsic motivation, transforming faulty, anti-social thinking patterns toward more positive and pro-social thinking patterns, which ultimately have an effect on recidivism. Each program targets one or more of the criminogenic risk factors identified in the ORAS-CST.

Each program participant receives vocational programming, whether it be on an individualized basis, during case management sessions or in a group setting. The vocational programming at Bristol Station RRC includes a vocational assessment using an interest profiler to identify areas of employment skill and interest. This allows for the development of a targeted job search based on the skills and interests of the participant. Research indicates that job satisfaction is a predictor of job retention, therefore the vocational assessment and identification of interests and skills is imperative. Vocational programming also evaluates and accommodates each participant in terms of where they are in the process of seeking, securing and maintaining employment. The programming includes an evaluation of past vocational and educational pursuits, dynamic skills and transferable skills.

Vocational programming also includes an assessment of barriers and identification of employability skills, both soft skills and transferable skills. Through vocational programming the participant will gain knowledge about types of resumes and will develop his/her own resume, as well as learn how to effectively construct a cover letter. Vocational programming also includes development of interview skills and interview practice. The participant will learn how to explain their criminal history, if required, using the three R's: Responsibility, Remorse and Redemption. This approach is derived from the curriculum published by the National Institute of Corrections, Offender Workforce Development, which is a nationally recognized curriculum.

A critical component of the vocational programming also includes employment retention. Residents receive ongoing communication skills and conflict resolution skill training as a part of case management services, as well as in other cognitive behavioral programs offered.

WAC, Inc. utilizes the following evidence-based programming components (not an exhaustive list) at Bristol Station RRC. Each program targets one or more of the criminogenic risk factors identified in the ORAS-CST and is assigned based on risk, need responsivity principles.

- Moral Reconciliation Therapy
- Employment Readiness (Offender Workforce Development Curriculum)
- Personal Growth, part of the Getting it Right interactive journaling system, by The Change Companies
- Transition Skills interactive journaling by The Change Companies
- Relapse Prevention - - Substance Using Behaviors, part of the Forward Thinking interactive journaling system, by The Change Companies
- Anger Management, part of the MEE Journal interactive journaling system, by The Change Companies

- Communication Skills, part of the Challenge interactive journaling system, by The Change Companies
- Vitim Awareness, part of the Forward Thinking interactive journaling system, by The Change Companies
- Getting Back on Track interactive journaling system by The Change Companies.

The services outlined below will be provided at Bristol Station RRC, as well as in the community through our collaboration with community stakeholders and providers. All program components will be facilitated utilizing Motivational Interviewing strategies to increase intrinsic motivation toward positive change. Relapse Prevention Group will be offered, either via telehealth or in person, by a licensed or provisionally licensed clinician. Some program components are offered in person or via telehealth, in a group, as well as offered in a one-to-one setting.

- Residential Reentry/Transitional Housing
 - Case Management
 - Risk/Needs Assessment
 - Individualized Program Plan Development
 - Weekly and Biweekly Progress Meetings
 - Program Review Team (PRT)
 - Release Planning
 - Life Skills Programming
 - Moral Reconciliation Therapy
 - Family Reunification/ Personal Growth
 - Transition Skills
 - Relapse Prevention – Substance Using Behaviors
 - Communication Skills/Problem Solving
 - Getting Back on Track
 - Money Management/Financial Literacy
 - Anger Management
 - Managing Mental Health
 - Health/Medical
 - Time Management
 - Transportation Independence
 - Vocational Programming
 - Vocational Assessment
 - Employment Readiness
 - Resume Development
 - Interview Skills
 - Conflict Resolution
 - Dress for Success
 - Job Coaching/Employment Retention

Please refer to the following attachment for a more detailed description of the programs utilized at Bristol Station RRC.

- Attachment #19 – Overview of Programs

Part of the program at Bristol Station includes weekly Program Review Team meeting to which the Executive Director, Residential Director Case Manager(s), Staff Supervisor, Systems Coordinator(s) and community providers and/or supervision officers meet to discuss the progress and status of each resident in the program. Adherence to program rules, compliance with required programming, compliance with the terms of supervision and any other pertinent information is discussed.

Some outcomes which have become benchmarks within the reentry program at Bristol Station RRC include, but are not limited to:

- Development of life skills and independent living skills
- Obtaining and maintaining meaningful employment
- Earned vocational certifications
- Stable living environment
- Mental health stability
- Absence of drug and/or alcohol abuse
- Compliance with probation and/or parole supervision
- Increased pro-social attitudes
- Reduction in risk to reoffend
- Increased quality of life

Quantifying success of the program at Bristol Station RRC is based on individual outcomes as dictated by the Individual Program Plan and the services and programs prescribed. The successful completion of the program for one participant may look differently than for another participant based on the recommended programming components, which are based on the risk/need assessments and vocational assessment. The successful completion of a specific program area, Moral Reconciliation Therapy for instance, includes attendance and participation in each scheduled group and completion of required coursework. There are vocational and life skills components of the program which are on-going such as conflict resolution, job coaching, or problem solving which occur naturally during weekly case management. There are also more formalized life and vocational skills programming, generally in the form of a group, which have a specific time frame associated with the completion. Each program participant moves at his/her own pace.

- Attachment #20 – Program Flow Chart

E. Deliverables and Due Dates

As previously mentioned, Bristol Station RRC is a 52-bed residential reentry center providing services to males and females. Currently, 20 of the 52 residential beds are allocated to those served under the VLS and VLS Transitional Housing grants; therefore, there are up to 32 residential beds available to the Nebraska Division of Parole Supervision to be utilized under this RFP. It should be noted that of the 32 remaining beds, WAC, Inc. also receives, and will continue to receive, residential referrals from other referring entities. Referrals are accepted from entities across the state.

WAC, Inc. provided transitional living programming to Nebraska Board of Parole/ Nebraska Division of Parole Supervision under a contract from 2018 - 2023. Billing invoices and progress notes have been submitted in a timely manner as outlined by the contract. While the physical

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Technical Approach

facility location of Bristol Station RRC is located at 101 S. Hastings Ave, Hastings, NE, the program has and will continue to accept referrals from individuals throughout the State of Nebraska.

Services under this RFQ (111765 Z6) will be provided on a fee-for-service basis. Services will be billed on a daily rate commencing on the date of admission and ending on the date of discharge. Date of discharge is not billable. Each invoice will be submitted by the 5th of the month with corresponding progress notes for each participant served during that billing period.

WAC, Inc. currently collects data on all participants in the program at Bristol Station RRC, regardless of the referring entity. Data collected includes number of individuals served within each referring entity, length of stay for each participant, types of programming each participant is currently participating in or programming completed by each participant, as well as general demographic information. In addition, WAC, Inc. collects data to measure program effectiveness. This data includes the intake and exit risk/needs score and quality of life scores. The desired outcome is for the risk to reoffend to decrease and the quality of life to increase. WAC, Inc. has produced these desired outcomes for individuals who successfully complete the program. There is no required length of programming, as each program participant has an individualized program plan and each participant has varying degrees of needs to be addressed. The average length of stay at Bristol Station RRC is approximately 5-6 months.

Western Alternative Corrections, Inc.
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Attachment #17 Program and Intervention Matrix

Program & Intervention Matrix

	Level Of Need	Program/Intervention		Level Of Need	Program/Intervention		Level Of Need	Program/Intervention
ORAS DOMAIN	High			Moderate			Low	
Criminal Attitudes & Behavioral Patterns	9 - 13	<ul style="list-style-type: none"> ▪ MRT ▪ Transition Skills ▪ Victim Awareness ▪ Anger Management ▪ Communication Skills 		4-8	<ul style="list-style-type: none"> ▪ Transition Skills ▪ Victim Awareness ▪ Communication Skills ▪ Anger Management 		0 - 3	<ul style="list-style-type: none"> ▪ Getting Back on Track ▪ Communication Skills ▪ Victim Awareness
Peer Association	5 – 8	<ul style="list-style-type: none"> ▪ Transition Skills ▪ Personal Growth ▪ Communication Skills 		2 - 4	<ul style="list-style-type: none"> ▪ Personal Growth ▪ Communication Skills 		0 - 1	<ul style="list-style-type: none"> ▪ Communication Skills
Substance Use	5 - 6	<ul style="list-style-type: none"> ▪ Relapse Prevention ▪ Personal Growth ▪ Victim Awareness ▪ IOP Referral 		3 - 4	<ul style="list-style-type: none"> ▪ Relapse Prevention ▪ Victim Awareness ▪ OP Referral ▪ Getting Back on Track 		0 - 2	<ul style="list-style-type: none"> ▪ Relapse Prevention ▪ Getting Back on Track
Neighborhood Problems	2 - 3	<ul style="list-style-type: none"> ▪ Personal Growth ▪ Victim Awareness 		1	<ul style="list-style-type: none"> ▪ Personal Growth 		0	<ul style="list-style-type: none"> ▪
Family & Social Support	4 - 5	<ul style="list-style-type: none"> ▪ Transition Skills ▪ Personal Growth ▪ Communication Skills 		2 - 3	<ul style="list-style-type: none"> ▪ Personal Growth ▪ Communication Skills 		0 - 1	<ul style="list-style-type: none"> ▪ Personal Growth ▪ Communication Skills
Education, Employment & Financial Situation	4 - 5	<ul style="list-style-type: none"> ▪ Employment Readiness ▪ Communication Skills ▪ Basic Money Mgt. ▪ Transition Skills ▪ Referral to Voc Rehab or GED 		2 - 4	<ul style="list-style-type: none"> ▪ Employment Readiness ▪ Communication Skills ▪ Basic Money Mgt. 		0 - 1	<ul style="list-style-type: none"> ▪ Employment Readiness ▪ Communication Skills

ORAS Risk Categories - Males		ORAS Risk Categories - Females	
Scores	Rating	Scores	Rating
0-14	Low	0-14	Low
15-23	Moderate	15-21	Low/Moderate
24-33	High	22-28	Moderate
34+	Very High	29+	High

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #18 Transitional Housing Referral Form



WESTERN ALTERNATIVE CORRECTIONS, INC.

REFERRAL FOR PLACEMENT

Today's Date: _____ Referring Entity: _____

Name of Facility: Bristol Station, RRC Referring Officer: _____

PLACEMENT INFORMATION

Name: _____ Date of Birth: _____

Current Institution/Residence: _____ Court Ordered Commitment: Yes No

Requested Placement Date: _____ Requested Placement Length: _____

Post Release Supervision: Yes No Probation: Yes No

Problem Solving Court Supervision: Yes No Parole: Yes No

CLASSIFICATION INFORMATION

Current Conviction(s): _____

Past Conviction(s): _____

Gang Affiliation: Yes No Sex Offender: Yes No Risk Level (if known): _____

Other Public Safety Concerns: _____

Prescription Medications: _____

Management/Compliance Concerns: _____

Misconduct History: _____

Medical/Mental Health Concerns: _____

PROGRAMMING NEEDS

Substance Abuse: Yes No Mental Health: Yes No

Primary Employment Skills: _____

Other Needs: _____

ADDITIONAL COMMENTS FROM REFERRING OFFICER

REFERRAL DISPOSITION

WAC will accept referral for placement effective (date): _____

WAC Director Signature: _____ Date: _____

Additional Needs as Identified by WAC: _____



BRISTOL STATION RESIDENTIAL REENTRY CENTER

PROGRAM AGREEMENT/AUTHORIZATION TO RELEASE/SHARE INFORMATION

I, _____, authorize employees of the Nebraska Department of Correctional Services, Nebraska Office of Probation Administration, Nebraska Office of Parole Administration and Western Alternative Corrections, Inc. to release and/or share any or all of the pertinent information, including programming/treatment status/progress, misconduct history, and/or criminal history, in relation to my incarceration, parole, and/or probation for the purpose of assisting in all phases of community programming and release planning. I also authorize the above persons to advise prospective employers or current employers that I am currently participating in a residential program. This consent will remain in effect for a year following my release from Western Alternative Corrections, Inc. or until revoked in writing by me. Revocation of this authorization may result in removal from program.

I understand that urinalysis and breathalyzer testing is required as a condition of my placement in the program at Bristol Station; I agree to submit to such testing. I understand that failure to adhere to testing protocols may result in my removal from the program.

I understand that medical care will be my responsibility while I am a resident in the program.

I understand that I will be required to participate in programming as it relates to my needs while I am a resident in the program. I agree to participate in all required programming. I understand that failure to participate in required programming may result in my removal from program.

I understand that while a resident in the program I will be required to abide by the rules and regulations of the program. I agree to abide by all rules, regulations and policies outlined by Bristol Station. I understand that failure to comply with the rules, regulations and policies may result in my removal from the program.

Printed Name/Signature

Date

Witness Printed Name and Signature

Date

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #19 Overview of Programs



Overview of Programs

Residential Reentry Services

- **Description:** The Bristol Station Residential Reentry Center program is based on a reentry model which utilizes evidence-based practices to deliver offender specific programming while the participant resides at the facility. Reentry services are guided by the Risk, Need and Responsivity (RNR) principles which dictate the degree of targeted interventions and individualized services and programming provided to each participant based off a risk/needs assessment. Bristol Station RRC offers a variety of programming components to foster life and vocational skills. Programming components include, but are not limited to Case Management, Moral Reconciliation Therapy, Offender Workforce Development, Transition Skills, and Personal Growth. Community resources are utilized for substance abuse, mental health and offense-specific treatment.
- **Benefit/Result:** Development of employability skills, development of life skills necessary to live a crime free life, obtain and maintain meaningful employment, successfully complete all facets of their Individualized Program Plan aimed at lowering recidivism risk. Successfully reintegrate and transition back into their community.
- **Duration:** 3-12 Months
- **Certificate:** None
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

Residential Case Management:

- Validated risk/needs assessment
- Individualized Program Plan development
- Weekly and biweekly progress meetings
- Program review team updates
- Release planning
- **Description:** Each participant is assigned a case manager for the duration of his/her stay at Bristol Station RRC. The participant meets with the case manager on a weekly basis for the first 6 weeks and then every other week thereafter. The case manager completes the risk/need assessment (Ohio Risk Assessment System - Community Supervision Tool (ORAS-CST)) and Quality of Life Inventory (QOLI) with the participant, which is the basis of the Individualized Program Plan. Upon successful discharge from the program the case manager completes the ORAS-CST and QOLI as well. Another part of the case management component is the weekly Program Review Team (PRT) in which the case managers, residential director, systems coordinators, executive director and supervision officer meet to discuss the progress of each participant. The following components are offered within residential case management services:
 - **Managing Mental Health and/or Substance Abuse Needs**
 - **Managing Health/Medical Needs**



Overview of Programs

- **Description:** Bristol Station RRC utilizes community-based resources for health, mental health needs, medication management as well as substance use treatment. Participants are referred by their assigned case manager to ensure continuity of care or to establish care or treatment.
- **Benefit/Result:** Continuity of health needs are addressed and met.
- **Duration:** Ongoing while residing at Bristol Station RRC
- **Location:** Community
- **Time Management**
 - **Description:** Participants work with their case manager to identify and practice good time management techniques.
 - **Benefit/Result:** Participants will utilize good time management techniques to maximize their efficiencies and minimize unhealthy down time.
 - **Duration:** Ongoing while residing at Bristol Station RRC
- **Transportation Independence**
 - **Description:** Participants will work one on one with their case managers to obtain and maintain a reliable mode of transportation.
 - **Benefit/Result:** Participants will have obtained a vehicle or other mode of transportation that is suitable to their needs.
 - **Duration:** Ongoing while residing at Bristol Station RRC
- **Duration:** Ongoing while residing at Bristol Station RRC and while on Home Reintegration
- **Certificate:** None
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE



Overview of Programs

Cognitive Behavioral - Life Skills Programming:

It should be noted, if a resident successfully transitions out of Bristol Station RRC, but has yet to complete their cognitive-behavioral program, they can return to the facility or participate via Zoom until they've completed the group/program.

○ **Moral Reconciliation Therapy**

- **Description:** Moral Reconciliation Therapy (MRT) is a systematic treatment strategy that seeks to decrease recidivism among juvenile and adult criminal offenders by increasing moral reasoning. MRT is a “systematic, cognitive-behavioral, step-by-step treatment strategy designed to enhance self-image, promote growth of a positive, productive identity, and facilitate the development of higher stages of moral reasoning.” MRT systematically focuses on seven basic treatment issues:

- confrontation of beliefs, attitudes and behaviors
- assessment of current relationships
- reinforcement of positive behavior and habits
- positive identity formation
- enhancement of self-concept
- decrease in hedonism and development of frustration tolerance
- development of higher stages of moral reasoning

- **Benefit/Result:**

- MRT is designed and developed to target issues specific to an offender population.
- MRT has shown to reduce the recidivism rate of offenders by between 30% and 50% for periods up to 20 years after release
- MRT improves offender compliance to rules in an institution or while under supervision in the community
- MRT will increase offenders' moral reasoning, decrease dropout rates, increase sense of purpose and reduce antisocial thinking and behavior

- **Duration:** MRT is delivered in weekly open-ended groups, which allows for maximizing resources. There are 12 steps in the MRT curriculum.

- **Certificate:** A certificate of completion will be provided upon completion of the group/program.

- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

○ **Personal Growth**

- **Description:** Bristol Station RRC utilizes The Change Companies, evidence-based, Interactive Journaling product Personal Growth, part of the Getting It Right interactive journaling system. There are multiple journaling sections



Overview of Programs

that focus on a different topic relevant to life skills, family reunification and reentry. The sections are:

- Relationships/Communication
 - Family
 - Feelings
 - Anger
 - **Benefit/Result:** Increased positive communication with family, development and/or repair of family relationships, development of a positive support system and reduced recidivism risk.
 - **Duration:** The group is facilitated by a WAC, Inc. employee and is offered for a total of approximately 6 one-hour sessions in a weekly open-ended group.
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Transition Skills**
- **Description:** Bristol Station RRC utilizes The Change Companies, evidence-based, Interactive Journaling product, Transition Skills. There are multiple journaling sections that focus on a different topic relevant to reentry, life and vocational skills. The sections are:
 - Realistic expectations
 - Healthy relationships
 - Managing your time
 - Handling social influences
 - Roadblocks in transition
 - Thinking for a change
 - Authority figures
 - Managing your anger
 - Your safety net
 - **Benefit/Result:** Participants work to develop key life skills that help them make responsible choices and avoid future incarceration, as well as reduced recidivism risk.
 - **Duration:** The group is facilitated by a WAC, Inc. employee and is offered for a total of approximately 9 one-hour sessions in a weekly open-ended group.
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Money Management/Financial Literacy**
- **Description:** Participants work independently with their assigned case manager utilizing the "Basic Money Management" workbook. The curriculum



Overview of Programs

will address challenges with the management of finances and making healthy financial choices. This program component can also be provided in a group setting.

- **Benefit/Result:** Development of life skills, a working budget and development of financial responsibility.
- **Duration:** Ongoing while residing at Bristol Station RRC.
- **Certificate:** A certificate of completion will be provided upon completion of the group/program.
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

○ **Relapse Prevention**

- **Description:** Bristol Station RRC will utilize The Change Companies' Substance Using Behaviors, part of the Forward Thinking evidence-based, Interactive Journaling product. Relapse Prevention will allow group participants examine the impact substance use has had on their life and explore ways to make changes. It will also help group participants examine the tools needed to identify the pattern of relapse and interrupt that pattern before they slip back into criminogenic behaviors. This program offering will be facilitated, in person or via telehealth, by a licensed or provisionally licensed clinician.
- **Benefit/Result:** Each participant will identify personal relapse warning signs and develop a relapse prevention plan that will help in maintaining motivation for responsible living and sobriety and reduced recidivism risk.
- **Duration:** The group may be facilitated by a licensed clinician or a WAC, Inc. employee and is offered for a total of approximately 6 to 8 one-hour sessions in a weekly open-ended group.
- **Certificate:** A certificate of completion will be provided upon completion of the group/program.
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

○ **Anger Management**

- **Description:** Bristol Station RRC utilizes The Change Companies' Anger journal, part of the MEE evidence-based, interactive journaling systems. This curriculum applies Motivational Interviewing principals, cognitive-behavioral strategies and the behavior change model to address anger and the triggers.
- **Benefit/Result:** Participants will develop frustration tolerance skills, anger reducing techniques in order to make changes in their thinking, feelings and behaviors.
- **Duration:** The group may be facilitated by a licensed clinician or WAC, Inc. employee and is offered for a total of approximately 4 to 6 one-hour sessions in a weekly closed group. This curriculum can also be utilized in a one-to-one setting.



Overview of Programs

- **Certificate:** A certificate of completion will be provided upon completion of the group/program.
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Communication Skills/Problem Solving**
 - **Description:** Bristol Station RRC utilizes Communication Skills, part of the evidence-based Challenge interactive journaling system, by The Change Companies. This curriculum assists participants in the development of effective problem-solving skills and improved communication skills. Focus is placed on effective communication, strategies for controlling anger and the benefits of building healthy relationships.
 - **Benefit/Result:** Development of appropriate problem-solving techniques and life skills, as well as reduced recidivism risk.
 - **Duration:** The group is facilitated by a WAC, Inc. employee and is offered for a total of approximately 6 one-hour sessions in a weekly open-ended group. This curriculum can also be utilized in a one-to-one setting.
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Victim Awareness**
 - **Description:** Bristol Station RRC will utilize Victim Awareness, part of the evidence-based Forward Thinking interactive journaling system, by The Change Companies. This curriculum helps participants consider the idea of taking personal responsibility for their behaviors, understand the ripple effect of their behavior/choices on themselves and their victims and consider ways to make amends.
 - **Benefit/Result:** Acceptance of personal responsibility, development of empathy for victims of their choices, as well as reduced recidivism risk.
 - **Duration:** The group is facilitated by a Bristol Station RRC employee and is offered for a total of approximately 6-8 one-hour sessions in a weekly open-ended group. This curriculum can also be utilized in a one-to-one setting.
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Getting Back on Track**
 - **Description:** Bristol Station RRC will utilize Getting Back on Track, part of the evidence-based interactive journaling system, by The Change Companies. This curriculum is designed to help participants get back on track when things have not gone as planned or if they've experienced a set-back, such as a relapse or negative behavior.



Overview of Programs

- **Benefit/Result:** Development of appropriate problem-solving techniques and life skills, as well as reduced recidivism risk.
- **Duration:** The group is facilitated by a Bristol Station RRC employee and is offered for a total of approximately 4-6 one-hour sessions in a weekly open-ended group. This curriculum can also be utilized in a one-to-one setting.
- **Certificate:** A certificate of completion will be provided upon completion of the group/program.
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

Vocational Programming:

○ **Vocational Assessment**

- **Description:** Participants complete a comprehensive, vocational assessment which assesses employment/education interests using an interest and skills checklist. The vocational assessment also evaluates barriers and skills.
- **Benefit/Result:** Participants will identify employment and/or educational interests which in turn assists in the development of a targeted job search or targeted course of study with vocational training to enhance general labor market access.
- **Duration:** Upon admission or during Employment Readiness
- **Certificate:** None
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

○ **Employment Readiness**

- **Description:** Bristol Station RRC utilizes the evidence-based Offender Workforce Development Specialist (OWDS) curriculum to provide participants with workforce development strategies. Components of the group include vocational assessment, interest and skills profiler, assessment of barriers, identification of transferable and soft skills, job search strategies, completing job applications appropriately, development of a resume, appropriate dress and hygiene, development of interview skills, explaining criminal history effectively, employer expectations and employment retention. Participants will also obtain all necessary documents required to gain employment (i.e. birth certificate, state identification, drivers' license, social security card).
- **Benefit/Result:** Participants will develop employability skills necessary to obtain and maintain meaningful employment, which also leads to a reduction in recidivism risk.
- **Duration:** Employment readiness is facilitated in a group setting. Components of the group can also be offered in a one-to-one setting.



Overview of Programs

- **Certificate:** A certificate of completion will be provided upon completion of the group/program.
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Resume Development**
 - **Description:** Bristol Station RRC utilizes components of the evidence-based Offender Workforce Development Specialist (OWDS) curriculum for this facet of programming. Participants attend Employment Readiness Group or work one on one with their case manager to develop a functional resume.
 - **Benefit/Result:** With the aid of their resume, participants will have more access to interviews with perspective employers, which will in turn allow opportunity to gain meaningful employment which in turn results in a reduction in recidivism.
 - **Duration:** 1 to 8 weeks
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program, if provided in Employment Readiness Group.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Interviewing Skills**
 - **Description:** Bristol Station RRC utilizes components of the Offender Workforce Development Specialist (OWDS) curriculum for this facet of programming. Participants attend Employment Readiness Group or work one on one with their case manager to develop behavioral interviewing skills, learn how to answer interview questions in an appropriate manner, prepare a narrative to explain their criminal history in an interview, and participate in mock interviews.
 - **Benefit/Result:** Development of effective interviewing skills to increase likelihood of obtaining gainful employment, as well as reduced recidivism risk.
 - **Duration:** 1 to 8 weeks
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program, if provided in Employment Readiness Group.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE
- **Conflict Resolution**
 - **Description:** Bristol Station RRC utilizes components of the Offender Workforce Development Specialist (OWDS) curriculum for this facet of programming. Participants attend Employment Readiness Group or work one on one with their case manager to learn proper techniques in dealing with supervisors and fellow co-workers when conflict arises in the work place.
 - **Benefit/Result:** Participants will be able to appropriately address stressors and communicate effectively in the workplace in order to minimize the risk of losing an employment opportunity.



Overview of Programs

- **Duration:** On going for the duration of their stay at Bristol Station RRC.
- **Certificate:** A certificate of completion will be provided upon completion of the group/program, if provided in Employment Readiness Group.
- **Location:** Bristol Station Residential Reentry Center, Hastings, NE

- **Employment Retention**
 - **Description:** Bristol Station RRC utilizes components of the Offender Workforce Development Specialist (OWDS) curriculum for this facet of programming. Participants attend Employment Readiness Group or work one on one with their case manager to learn techniques of maintaining employment.
 - **Benefit/Result:** Participants will be able to recognize and utilize techniques of personal communication to ensure career goal enrichment. Participants will also learn how to go about appropriately leaving a place of employment, if necessary.
 - **Duration:** On going for the duration of their stay at Bristol Station.
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program, if provided in Employment Readiness Group.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE

- **Dress for Success**
 - **Description:** Bristol Station RRC utilizes components of the Offender Workforce Development Specialist (OWDS) curriculum for this facet of programming. Participants will work with their case manager to locate local resources for clothing and obtain appropriate clothes for interviews and working conditions.
 - **Benefit/Result:** Participants identify and obtain appropriate clothing for interviews and employment.
 - **Duration:** 1 to 8 weeks
 - **Certificate:** A certificate of completion will be provided upon completion of the group/program, if provided in Employment Readiness Group.
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE

- **Time Management**
 - **Description:** Participants work with their case manager and/or OWDS facilitator to identify and practice good time management techniques.
 - **Benefit/Result:** Participants will utilize good time management techniques to maximize their efficiencies and minimize unhealthy down time.
 - **Duration:** Ongoing while residing at Bristol Station RRC
 - **Certificate:** None
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE



Overview of Programs

- **Transportation Independence**
 - **Description:** Participants will work one on one with their case managers to obtain and maintain a reliable mode of transportation.
 - **Benefit/Result:** Participants will have obtained a vehicle or other mode of transportation that is suitable to their needs.
 - **Duration:** Ongoing while residing at Bristol Station RRC
 - **Certificate:** None
 - **Location:** Bristol Station Residential Reentry Center, Hastings, NE

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment #20 Program Flow Chart

Orientation Phase

- Intake/Orientation
- Acclimate to facility
- Weekly Case Management Meeting
- Validated Risk/Needs Assessment
- Vocational Assessment

Phase One

- Development of Individualized Program Plan
- Vocational Programming
- Actively Job Searching
- Weekly Case Management meetings
- Participation in programs and services

Phase Two

- Employment has been obtained and maintained
- Compliance with all facets of program plan and facility rules
- Biweekly Case Management Meetings
- Continued participation in programs/services
- Transition/Reintegration Passes
- Release Planning

Home Reintegration

- Employment Maintained
- Transition/Reintegration Passes
- Return to facility to participate and complete programming, if required
- Release Planning

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Attachment A REV1 – Bidder Questionnaire

ATTACHMENT A, REV1, Bidder Questionnaire
RFQ 111765 Z6
Transitional Living Housing, including Mental Health Programming, for Parole clients

Bidder Name: _____Western Alternative Corrections, Inc. _____

Bidder should complete all questions in Attachment A. Cost must be reflected appropriately in cost proposal based on the transitional living tier and programs offered.

Location availability											
1.1	Indicate which areas where transitional living will be available:										
<p>Response:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="vertical-align: top; padding: 5px;"> <input checked="" type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/> OTHER (Provide location): </td> </tr> </table>		<input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input checked="" type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
<input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508										
<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input checked="" type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901										
<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702										
<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361										
<input type="checkbox"/> OTHER (Provide location):											
1.2	Provide the physical address of the Transitional Living with Programming location(s).										
Response:											

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Western Alternative Corrections, Inc.
 101 S. Hastings Ave.
 Hastings, NE 68901

General	
2.1	Describe how any potential areas of concern will be identified and the mitigation plan. These areas may include but are not limited to: Staffing, cleanliness, and/or building code deficiencies.
<p>Response: Western Alternative Corrections, Inc. has been providing residential reentry/transitional housing services at Bristol Station RRC in Hastings, NE for over 10 years. The program holds a tremendous amount of community and stakeholder support. WAC, Inc. holds a quarterly Community Relations Board meeting which is comprised of the WAC, Inc. Board of Directors, WAC Inc. Executive Director and Residential Director, County Sheriff, County Attorney, Chief of Police, local Senator, and various other stakeholders within the Hastings community.</p> <p>Policies and procedures are currently in place to address staffing patterns, emergency situations to ensure continuous service delivery and safety of staff and residents, maintenance and cleanliness of the facility and life safety measures. A copy of the operations manual and/or emergency procedures manual can be made available upon request. Copies of the annual fire extinguisher, fire alarm and sprinkler system are included as attachments in this proposal. As outlined in the Project Description and Scope of Work section of this proposal, WAC, Inc. is properly zoned for it's use as a residential reentry center.</p>	

2.2	<p>Describe which of the three tiers or types of transitional housing being proposed.</p> <p>I. Licensed Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals.</p> <p>II. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living.</p> <p>III. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.</p>
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ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

<p>Response: WAC, Inc. will provide <i>Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living</i> at Bristol Station RRC.</p> <p>More detailed program information is provided within other sections of this RFQ response.</p>	

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
<p>Response: Bristol Station RRC is a 52-bed residential reentry center providing services to adult male and females. Currently, 20 of the 52 residential beds are allocated to those served under the Vocational and Life Skills or Vocational and Life Skills Transitional Housing grants. Therefore, 32 beds are available to the individuals served under this RFQ.</p> <p>It should be noted that of the 32 remaining residential beds, WAC, Inc. also receives, and will continue to receive, residential referrals from other referring entities. WAC, Inc. works in coordination with all referring entities to ensure adherence to the conditions of supervision for individuals served at Bristol Station RRC.</p>	

Programs	
3.1	<p>Describe what programming/education that is provided.</p> <p>The Board of Parole defines programming as any service that involves behavioral health treatment offered by a licensed provider as part of the total cost for purposes of the Transitional Living with Programming level of housing.</p> <p>Educational Programs such as, the following are not considered as behavioral health treatment; Budgeting, Building Family Relations, Life Skills, Anger Management, Case Management Services.</p> <p>If able to provide behavioral health treatments, please describe programming being offered.</p>

ATTACHMENT A, REV1, Bidder Questionnaire
RFQ 111765 Z6

Transitional Living Housing, including Mental Health Programming, for Parole clients

	<p>If unable to provide behavioral health treatments, please state so below and on the cost proposal, provide cost reflecting no programming/education.</p>
<p>Response:</p> <p>WAC, Inc. intends to provide transitional living with programming services to individuals referred by Nebraska Board of Parole, Nebraska Department of Correctional Services and/or Nebraska Division of Parole Supervision. Individuals served will be provided a safe, structured living environment which is staffed by employees 24/7. Participants will receive case management services, as well as cognitive-behavioral programming based on risk/need/responsivity principles to address maladaptive thinking patterns, mental health and substance abuse issues. Some evidence-based, cognitive behavioral programs offered include, but is not limited to: Moral Reconciliation Therapy (MRT), Transition Skills, Communication Skills, Relapse Prevention, Personal Growth, Money Management/Financial Literacy, Employment Readiness, and Anger Management.</p> <p>Relapse Prevention group will be facilitated, either in person or via telehealth, by a licensed or provisionally licensed clinician.</p> <p>Community-based resources are utilized for clinical treatment services such as offense-specific treatment, mental health and/or substance abuse treatment. A comprehensive explanation of the programs offered at Bristol Station RRC is outlined in the Technical Approach section of our response.</p>	

3.2	<p>Describe how many and which types of Mental Health Professionals, licensed by the State of Nebraska, and credentialed staff are available to provide Programming. If none, please state so.</p>
<p>Response:</p> <p><u>Mental Health Professionals:</u> Michelle Hultine, LMHP Nandi Thomas, PLADC Cristianne EagleFeather Moreno, LIMHP, LADC</p> <p><u>Credentialed Staff:</u> Angela LaBouchardiere, MSW – Masters level social worker (licensed in Kansas); Ohio Risk Assessment System (ORAS) – trained trainer; Offender Workforce Development Specialist (OWDS) – National Institute of Corrections; Motivational Interviewing</p> <p>Tara Shafer – Moral Reconciliation Therapy facilitator; Offender Workforce Development Specialist (OWDS) – National Institute of Corrections; Ohio Risk Assessment Systems (ORAS) end user;</p>	

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Sheila Helleberg - Ohio Risk Assessment Systems (ORAS) end user; CBIFORNE1 – Nebraska Division of Parole Supervision

Christina Petersen – Ohio Risk Assessment Systems (ORAS) end user

Sheila Garvin – CBIFORNE1 – Nebraska Division of Parole Supervision

Kariah Goynes – CBIFORNE1 – Nebraska Division of Parole Supervision

Samantha Canchola – CBIFORNE1 – Nebraska Division of Parole Supervision

Taeler Nielsen - Ohio Risk Assessment Systems (ORAS) end user; CBIFORNE1 – Nebraska Division of Parole Supervision

David Reynolds – Ohio Risk Assessment Systems (ORAS) end user

Pamela Buckles – Ohio Risk Assessment Systems (ORAS) end user

Site Enhancements	
4.1	Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.
<p>Response:</p> <p>WAC, Inc. continues to offer a safe, structured living environment with staff available 24/7. Cognitive behavioral programs are offered to each resident based upon risk/need/responsivity principles. Each staff member is provided training on motivational interviewing techniques, as well as training on cultural competency/diversity.</p> <p>WAC, Inc. currently provides a physical office for a parole officer as designated by the Division of Parole Supervision. This allows for increased collaboration and communication as WAC, Inc. utilizes the same risk/needs assessment and individualized program plans developed by WAC, Inc. case managers can be developed in conjunction with supervision plans.</p> <p>In the past two years routine maintenance to the facility and grounds has occurred to include a new roof, replacement of water heaters, laundry machines, carpeting, bathroom renovations, doors/windows and cabinetry.</p>	

Western Alternative Corrections, Inc.
Response to: RFQ 111765 Z6

Cost Proposal REV1

Cost Proposal REV1

RFQ 111765 Z6

Transitional Living Housing, including Mental Health Programming, for Parole clients

Bidder Name: Western Alternative Corrections, Inc.

Location: 101 S. Hastings Ave., Hastings, NE 68901

All operating expenses associated with the transitional living services to be provided, including without limitation, service fees, mortgage or lease, salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, preventative and remedial maintenance contracts, insurance, and damage deposits, must be included with the per diem rate invoiced to NBOP/Division of Parole Supervision. No ancillary or auxiliary costs shall be billed.

Cost provided must coordinate with the transitional living tier and programs described in Attachment A REV1. Bidder must provide a cost per client per day, cost per client per week and cost per client per month.

LICENSED HALFWAY HOUSE		Initial contract term		Renewal 1		Renewal 2	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
COST PER CLIENT	PER DAY (Max \$30/day)						
COST PER CLIENT	PER WEEK (Max \$210/week)						
COST PER CLIENT	PER MONTH (Max \$840/month)						

TRANSITIONAL LIVING with programming		Initial contract term		Renewal 1		Renewal 2	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
COST PER CLIENT	PER DAY (Max \$90/day)	\$90.00	\$94.50	\$99.23	\$104.19	\$109.40	\$114.87
COST PER CLIENT	PER WEEK (Max \$630/week)	\$630.00	\$661.50	\$694.61	\$729.33	\$765.80	\$825.09
COST PER CLIENT	PER MONTH (Max \$2520/month)	\$2700.00	\$2835.00	\$2976.90	\$3125.70	\$3282.00	\$3446.10
		\$2790.00	\$2929.50	\$3076.13	\$3229.89	\$3391.40	\$3560.97

30 day month
31 day month

TRANSITIONAL LIVING / SAFE AND SOBER LIVING without programming		Initial contract term		Renewal 1		Renewal 2	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
COST PER CLIENT	PER DAY (Max \$50/day)						
COST PER CLIENT	PER WEEK (Max \$350/week)						
COST PER CLIENT	PER MONTH (Max \$1400/month)						

ATTACHMENT A, REV2, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Bidder Name: Western Alternative Corrections, Inc. 6/20/2023

Bidder should complete all questions in Attachment A REV2 on this template.
 Note: cost must be reflected appropriately in cost proposal based on the transitional living tier and programs offered.

Location availability											
1.1	Indicate which areas where transitional living will be available:										
<p>Response:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="padding: 5px;"> <input checked="" type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/> OTHER (Provide location): </td> </tr> </table>		<input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input checked="" type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
<input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508										
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<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361										
<input type="checkbox"/> OTHER (Provide location):											

1.2	Provide the physical address of the location(s).
<p>Response: Western Alternative Corrections, Inc. 101 S. Hastings Ave. Hastings, NE 68901</p>	

ATTACHMENT A, REV2, Bidder Questionnaire
RFQ 111765 Z6
Transitional Living Housing, including Mental Health Programming, for Parole clients

General	
2.1	Describe how any potential areas of concern will be identified and the mitigation plan. These areas may include but are not limited to: Staffing, cleanliness, and/or building code deficiencies.
Response: See attached.	

2.2	Describe which of the three tiers or types of transitional housing being proposed. I. Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals. II. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living. III. Transitional Living with Programming: (See addendum 6)
Response: Western Alternative Corrections, Inc. intends to provide III. Transitional Living with Programming. More detailed program information is provided within other sections of this RFQ Response. See attached.	

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
Response: See attached.	

ATTACHMENT A, REV2, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Programs	
3.1	<p>Describe in detail what programming/education that is provided. If able to provide behavioral health treatments per addendum 6, describe in detail programming being offered. If unable to provide behavioral health treatments, please state so below and on the cost proposal, provide cost reflecting no programming/education.</p> <p>The Board of Parole defines programming as any service that involves behavioral health treatment offered by a licensed provider as part of the total cost for purposes of the Transitional Living with Programming level of housing.</p> <p>Educational Programs such as, the following are not considered as behavioral health treatment; Budgeting, Building Family Relations, Life Skills, Anger Management, Case Management Services.</p> <p>The description of programming / education offered should include a weekly and monthly schedule of programming / education offered including the days of the week and the time of day of each offering.</p>
<p>Response: See attached.</p>	

3.2	<p>Describe how many and which types of Mental Health Professionals, licensed by the State of Nebraska, and credentialed staff are available to provide Programming. If none, please state so.</p>
<p>Response: See attached.</p>	

Site Enhancements	
4.1	<p>Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.</p>
<p>Response: See attached.</p>	

2.1

Response:

Western Alternative Corrections, Inc. has been providing residential reentry/transitional housing services at Bristol Station RRC in Hastings, NE for over 10 years. The program holds a tremendous amount of community and stakeholder support. WAC, Inc. holds a quarterly Community Relations Board meeting which is comprised of the WAC, Inc. Board of Directors, WAC Inc. Executive Director and Residential Director, County Sheriff, County Attorney, Chief of Police, local Senator, and various other stakeholders within the Hastings community.

Policies and procedures are currently in place to address staffing patterns, emergency situations to ensure continuous service delivery and safety of staff and residents, maintenance and cleanliness of the facility and life safety measures. A copy of the operations manual and/or emergency procedures manual can be made available upon request. Copies of the annual fire extinguisher, fire alarm and sprinkler system are included as attachments in this proposal. As outlined in the Project Description and Scope of Work section of this proposal, WAC, Inc. is properly zoned for its use as a residential reentry center.

2.2

Response:

WAC, Inc. has policies and procedures are currently in place to address fiscal management. WAC, Inc. does not collect or utilize government aid/assistance provided to program participants. Furthermore, while residing at the facility, program participants are not eligible for government funded food assistance benefits. A copy of the operations manual and/or emergency procedures manual can be made available upon request. As outlined in the Project Description and Scope of Work section of this proposal, WAC, Inc. is properly zoned for its use as a residential reentry center.

Western Alternative Corrections, Inc. intends to provide substance use/relapse prevention group in-person or via telehealth to be facilitated by a fully licensed or provisionally licensed clinician.

As noted in the Project Description, Western Alternative Corrections, Inc. currently provides, and will continue to provide, food service for all program participants.

2.3

Response:

Bristol Station RRC is a 52-bed residential reentry center providing services to adult male and females. Currently, 20 of the 52 residential beds are allocated to those served under the Vocational and Life Skills or Vocational and Life Skills Transitional Housing grants. Therefore, 32 beds are available to the individuals served under this RFQ.

It should be noted that of the 32 remaining residential beds, WAC, Inc. also receives, and will continue to receive, residential referrals from other referring entities. WAC, Inc. works in coordination with all referring entities to ensure adherence to the conditions of supervision for individuals served at Bristol Station RRC.

3.1

Response:

WAC, Inc. intends to provide transitional living with programming services to individuals referred by Nebraska Board of Parole, Nebraska Department of Correctional Services and/or Nebraska Division of Parole Supervision. Individuals served will be provided a safe, structured living environment which is staffed by employees 24/7. Participants will receive case management

services, as well as cognitive-behavioral programming based on risk/need/responsivity principles to address maladaptive thinking patterns, mental health and substance abuse issues. Some evidence-based, cognitive behavioral programs offered include, but is not limited to: Moral Reconciliation Therapy (MRT), Transition Skills, Communication Skills, Relapse Prevention, Personal Growth, Money Management/Financial Literacy, Employment Readiness, and Anger Management.

Relapse Prevention group will be facilitated, either in person or via telehealth, by a licensed or provisionally licensed clinician on a weekly basis.

Community-based resources are utilized for clinical treatment services such as offense-specific treatment, mental health and/or substance abuse treatment. A comprehensive explanation of the programs offered at Bristol Station RRC is outlined in the Technical Approach section of our response.

3.2

Response:

Mental Health Professionals:

Michelle Hultine, LMHP

Nandi Thomas, PLADC

Cristianne EagleFeather Moreno, LIMHP, LADC

Credentialed Staff:

Angela LaBouchardiere, MSW – Masters level social worker (licensed in Kansas); Ohio Risk Assessment System (ORAS) – trained trainer; Offender Workforce Development Specialist (OWDS) – National Institute of Corrections; Motivational Interviewing

Tara Shafer – Moral Reconciliation Therapy facilitator; Offender Workforce Development Specialist (OWDS) – National Institute of Corrections; Ohio Risk Assessment Systems (ORAS) end user;

Sheila Helleberg - Ohio Risk Assessment Systems (ORAS) end user; CBIFORNE1 – Nebraska Division of Parole Supervision

Christina Petersen – Ohio Risk Assessment Systems (ORAS) end user

Kariah Goynes – CBIFORNE1 – Nebraska Division of Parole Supervision

Samantha Canchola – CBIFORNE1 – Nebraska Division of Parole Supervision

David Reynolds – Ohio Risk Assessment Systems (ORAS) end user

Pamela Buckles – Ohio Risk Assessment Systems (ORAS) end user

4.1

Response:

WAC, Inc. continues to offer a safe, structured living environment with staff available 24/7. Cognitive behavioral programs are offered to each resident based upon risk/need/responsivity principles. Each staff member is provided training on motivational interviewing techniques, as well as training on cultural competency/diversity.

Western Alternative Corrections, Inc
Response to RFQ 1117665 Z6 – Attachment A – Rev2 – Bidder Questionnaire

WAC, Inc. currently provides a physical office for a parole officer as designated by the Division of Parole Supervision. This allows for increased collaboration and communication as WAC, Inc. utilizes the same risk/needs assessment and individualized program plans developed by WAC, Inc. case managers can be developed in conjunction with supervision plans.

In the past two years routine maintenance to the facility and grounds has occurred to include a new roof, replacement of water heaters, laundry machines, carpeting, bathroom renovations, doors/windows and cabinetry.