DocuSign Envelope ID: FEF4765C-7753-4E19-A629-3F98C1440E3B

EXHIBIT – A - Scope of Services / Payment Provisions
To
Service Agreement
by and between
County of Monterey hereinafter referred to as "COUNTY"
AND
Rancho Cielo, Incorporated, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

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

In support of the Public Safety Act of 2011 (AB109), Rancho Cielo will provide a job readiness and placement program to all clients referred from the Probation Department and identified as AB109 funded participants aged 18 – 25 years old. AB109 funded participants include Post Release Community Supervision, Mandatory Supervision and Intensive Supervision probationers.

Rancho Cielo Youth Corps program is a six-month job training and paid employment program located at the Rancho Cielo Youth Campus. The program involves training for soft skills, appearance, professional behavior, resume writing, and interviewing, as well as counseling and participation in a cognitive behavioral group as needed with full time, on-campus Behavioral Health counselors. The on-site charter school provides diploma credit recovery, awarding diplomas to youth up to the age of 25.

The program is a sequence of three phases following an intake interview performed by Rancho Cielo Program Coordinator/Case Manager:

- If during the intake interview, the client expresses preference in first obtaining a high school diploma, he/she will be placed in the classroom. While in the classroom, the client will have the opportunity to complete the necessary credits to earn a high school diploma while receiving job training in solar panel installation or building tiny homes. This training is unpaid. Client will also have the opportunity to work on resume and mock interview sessions and will also receive job placement help upon completion of high school diploma. Further job training can be received by moving into Rancho Cielo's Youth Corps program (explained below).

- If during the intake interview, client expresses interest in job training, then the following three (3) phases commence:

DocuSign Envelope ID: FEF4765C-7753-4E19-A629-3F98C1440E3B

Phase I – Volunteer: Week 1

Orientation phase consists of 40 hours of unpaid program participation that is to be completed over the course of one week.

Phase II - Crew Membership: Week 2-19

Participant becomes an employee of Rancho Cielo and joins as a Youth Corps Crew Member. As part of the team, participants will receive supportive services, which include safety equipment, a work T-shirt, work boots, up to 6 months of employment readiness based training, opportunity to obtain a high school diploma or G.E.D, access to pre-employment, job searching and job retention services, workshops and ongoing support.

Phase III – Transition: Week 20-24

Referral to job placement, intense job search, exit interview and on-going case management.

Management Plan and Staffing

Classification/Title	**Full-Time Equivalent (FTE)**
Case Manager	0.25
Crew Supervisor	0.50

`

CONTRACTOR shall in writing notify the Adult Division Director and the Assistant Chief or Chief Probation Officer of any change in staffing within two working days of the modification.

CONTRACTOR agrees to:

1. Maintain a referral criterion that incorporates program eligibility and suitability requirements.
2. Protect the confidentiality and maintain the security of confidential information. Comply with the federal Health Insurance Portability and Accountability Act regarding individual's medical and health information.
3. Require the participant to be in full compliance with program rules. If a participants' behavior indicates otherwise, CONTRACTOR shall notify the assigned Deputy Probation Officer within two business days and expenditure of incentive-based funds shall be placed on hold until further authorization is provided by the Probation Department.
4. Act as the fiscal agent in charge of issuing checks to participants for payment for employment for eligible individuals.

DocuSign Envelope ID: FEF4765C-7753-4E19-A629-3F98C1440E3B

5. Collaborate as necessary with other agencies involved in working with this population of individuals.
6. Maintain records and documentation of the services provided to individuals referred and the outcomes associated with the services they received.
7. Submit monthly information and data to the Probation Department for program analysis, outcome and evaluation.
8. Utilize Smart Probation Services Management System (SMS) software for the receipt and processing of incoming referrals, documentation of service delivery and case management activities.
9. Provide full access to the manner and specifics of the expenditures of all allocated funds from County.
10. Attend collaborative meetings, when necessary, to coordinate the overall implementation of the AB 109 funding.
11. Attend team meetings when necessary.
12. Communicate regularly with Probation regarding case management and financial assistance provided.
13. Upon mutual agreement, provide other services as needs are identified.

PROBATION agrees to:

1. In FY 2021-2022 provide allocated funds from AB 109 on a monthly basis upon presentation, and verification of receipts, timecards, or other proofs of expenditure for a total of **$141,734**.
2. Identify a Probation staff member(s) to be the primary contact to CONTRACTOR.
3. Provide CONTRACTOR with access to Smart Probation Services Management System (SMS) software to track all referrals, program participants and outcomes.
4. Implement terms and conditions of supervision that support participation and provide accountability.
5. Communicate regularly with CONTRACTOR regarding clients referred to resolve identified issues and support service delivery.

EVIDENCE-BASED PRACTICES AND PROGRAMS

One of the legislative intents of AB109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. It is expected that staff members will fully utilize evidence-based practices to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probation's program evaluation of their service delivery.

DATA COLLECTION

Individual participant data will be collected for each participant from referral to discharge. Service delivery data collection shall reflect dates of services received, outcome of service delivery, client satisfaction survey for those that complete and related

participant expenditures. All data will be entered into Smart Probation Services Management System (SMS) software, which has been customized to reflect program activities and outcomes. Users are responsible for maintaining appropriate use and confidentiality of user license and information accessed and accurately entering data on a daily basis. Notification of new users or employees who are separating from employment or changing roles must be submitted in writing to the Probation Services Manager.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The County shall pay an amount not to exceed (**$141,734**) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 BUDGET

Budget Line Item	**Budget Amount***
Program Participant Salaries	$71,700
Contractor Employee Salaries	$47,520
Supportive Services as described in Exhibit A, Item A.1: Scope of Services, "Phase II - Crew Membership"	$9,629
SUBTOTAL	$128,849
Administrative & Operating Costs 10% (not to exceed a maximum of 15% of monthly invoices for direct costs)	$12,885
TOTAL	**$141,734**

NOTE*: Contractors will charge eligible expenses as allocated by line item. However, funding could be reallocated between line items upon request and justification by the Contractor and written approval by the Office of the Chief (or designee), providing that the total contract amount remain unchanged.

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

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

DocuSign Envelope ID: FEF4765C-7753-4E19-A629-3F98C1440E3B

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

B.2 CONTRACTORS BILLING PROCEDURES

Contractor shall invoice County monthly, in arrears, and based upon hours or expenses actually incurred. Contractor shall submit a monthly claim for payment, with back-up documentation, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the grant terms and conditions and may cause reimbursement to be delayed or denied. Expenses may only be incurred prior to June 30, 2022.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

DocuSign Envelope ID: FEF4765C-7753-4E19-A629-3F98C1440E3B

Exhibit B
Public Safety Realignment Act of 2011 (AB 109) Grant Guidelines

SUMMARY

The Public Safety Realignment Plan for Monterey County was developed by the local Community Corrections Partnership and approved by its Executive Committee and Monterey County Board of Supervisors.

DISCUSSION

The Public Safety Realignment Act of 2011 shifts responsibility for low-level offenders and parole supervision from the state to the counties. The state will continue to incarcerate offenders who commit serious, violent, or sex crimes, but the counties will supervise, rehabilitate and manage lower-level offenders. Local authority is extended to three new populations: a) specified non-violent, non-serious, non-sex offenders ("non-non-non"), who will no longer be sent to a state prison, but could serve time in jail and/or be supervised by Probation; b) eligible offenders who, after their prison sentence, will be managed by Probation under the new Post Release Community Supervision Program (PRCS); and c) parole violators who did not commit a new crime.

The Public Safety Realignment Plan promotes the design and implementation of a system of "community-based punishment" utilizing evidence-based correctional sanctions and programming other than jail incarceration. Intermediate sanctions include Electronic Monitoring, flash incarceration, community service, participation in residential and outpatient treatment programs, and educational and vocational training services. This represents a balanced approach that combines offender case management based on classification of recidivism risk, alternatives to detention, jail management and local incarceration, and evidence-based rehabilitative and treatment services for individuals under PRCS, Mandatory Supervision, and high-risk probationers.

BASIC GUIDELINES

Both parties agree to follow the guidelines of AB 109 as set forth in the legislation and in the guidelines and interpretations by the California Board of Corrections. It is understood between the parties that AB 109 funding is intended to be used prior to June 30, 2022, and that all expenditures of funds must adhere to the guidelines contained in that legislation.

It also is understood that the Probation Department bears oversight responsibility for administration of this grant and must monitor each participating agency's adherence to mandated guidelines.

If the appropriated grant funds are discontinued or otherwise become unavailable to County during the term of the Agreement or any extension thereof, County shall have the right to terminate this Agreement by giving contractor written notice of such termination at least thirty (30) days prior to the effective date of the termination.

DocuSign Envelope ID: FEF4765C-7753-4E19-A629-3F98C1440E3B

Exhibit C
The Criminal Justice Realignment Act of 2011

"California must reinvest its criminal justice resources to support community-based corrections programs and evidence-based practices that will achieve improved public safety returns on this state's substantial investment in its criminal justice system. Realigning low-level felony offenders who do not have prior convictions for serious, violent, or sex offenses to locally run community-based corrections programs, which are strengthened through community-based punishment, evidence-based practices, improved supervision strategies, and enhanced secured capacity, will improve public safety outcomes among adult felons and facilitate their reintegration back into society. Community-based corrections programs require a partnership between local public safety entities and the county to provide and expand the use of community-based punishment for low-level offender populations. Each county's Local Community Corrections Partnership, as established in paragraph (2) of subdivision (b) of Section 1230, should play a critical role in developing programs and ensuring appropriate outcomes for low-level offenders. Fiscal policy and correctional practices should align to promote a justice reinvestment strategy that fits each county. "Justice reinvestment" is a data-driven approach to reduce corrections and related criminal justice spending and reinvest savings in strategies designed to increase public safety. The purpose of justice reinvestment is to manage and allocate criminal justice populations more cost-effectively, generating savings that can be reinvested in evidence-based strategies that increase public safety while holding offenders accountable. "Community-based punishment" means correctional sanctions and programming encompassing a range of custodial and noncustodial responses to criminal or noncompliant offender activity. Community-based punishment may be provided by local public safety entities directly or through community-based public or private correctional service providers [et. seq]. "Evidence-based practices" refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post release supervision." (CA Pen. Code, § 17.5(a)(4)-(9).)