



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement No.: A-13197**

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Chief Probation Officer to sign a Standard Agreement with Turning Point of Central California, Incorporated to provide Transitional and Emergency Housing services in an amount not to exceed \$364,094 for adult offenders eligible for the AB 109 Public Safety Realignment plan for the period July 1, 2016 to June 30, 2017; and
- b. Authorized the Chief Probation Officer to sign up to three (3) future amendments to each Agreement where the amendments do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 28<sup>th</sup> day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 28, 2016.

Dated: July 1, 2016  
File ID: 16-794

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_

Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County,") and:

Turning Point of Central California, Incorporated ,  
(hereinafter "CONTRACTOR,")

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** housing services for eligible Post Release Community Supervision (PRCS), those sentenced pursuant to Penal Code 1170(h)(5)(b), referred to as Mandatory Supervision, and intensive supervision probationers.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 364,094.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2016 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B AB 109 Grant Guidelines
- Exhibit C The Criminal Justice Realignment Act of 2011

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause," includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance," includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance," certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed," with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made," basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage,") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional-Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.



## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
<p>Marcia Parsons, Chief Probation Officer</p>	<p>Jeff Fly, Chief Executive Director</p>
<p>Name and Title Montrey County, Probation Department 20 E. Alisal Street Salinas, CA 93901</p>	<p>Name and Title Turning Point of Central California, Inc. P.O. Box 7447 Visalia, CA 93920-7447</p>
<p>Address</p>	<p>Address</p>
<p>(831) 755-3913, Fax (831) 759-7246</p> <p>Phone</p>	<p>(559) 732-8086</p> <p>Phone</p>



## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR," as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----This section left blank intentionally-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: Marcia Parsons  
Department Head (if applicable)

Date: July 5, 2016

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
Deputy County Counsel

Date: 8/16/16

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: 6-17-16

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

By: \_\_\_\_\_  
Turning Point of Central California, Inc.  
Contractor's Business Name\*

By: Raymond R. Banks  
(Signature of Chair, President, or  
Vice-President)\*

By: RAYMOND BANKS - CEO  
Name and Title

Date: 6/13/16

By: Bruce Tyler  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

By: Bruce Tyler - CFO  
Name and Title

Date: 6/13/16

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT-A**  
**To**  
**Professional Service Agreement**  
**Between**  
**The County of Monterey, through the Probation Department, hereinafter referred**  
**to as “COUNTY”**  
**AND**  
**Turning Point of Central California, Inc., hereinafter referred to as**  
**“CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

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

Turning Point (TP) will offer AB109 **Transitional Housing** (Probation Transitional Housing) and Emergency Housing Incentive Services to all clients referred from the probation department and identified as AB109 funded participants. AB109 funded participants include Post Release Community Supervision (PRCS) Mandatory Supervision, and Intensive Supervision probationers.

**TRANSITIONAL HOUSING:** Turning Point of Central California, Inc. Probation Transitional Housing Program will provide residential stability to clients who are chronically homeless or who lack local support following release from custody or completion of treatment in a residential treatment facility. An amount of \$257,428 shall be allocated for transitional housing services to this target population in Monterey County.

The Probation Transitional Housing model offers direct placement from the street or the institution to housing with supervision, programming and support services. Clients will be assessed for program suitability and referred to TP by Probation. The objective of the program will be to assist clients with life skills training and self-sufficiency preparation to increase their chance of a successful reentry into the community and help them become aware of their responsibility to society. Outcomes of the program will include: not reoffending, increased potential for family reunification, increased access to employment or educational opportunities, abstinence from substance use, program completion, and housing at time of exit.

The male Probation Transitional Housing Program is located at 111 and 115 E. San Luis St. and the female Probation Transitional Housing Program is at 116 San Luis St., within the Turning Point Residential Reentry Center. Both programs are located in downtown Salinas with easy access to public transportation, places of business for employment opportunities, adult education and vocational training sites, substance abuse/mental health clinics, medical/dental offices, and the Probation Department.

The male program has the capacity to provide housing and a placement plan for 12 residents for up to 4 months. The female housing program has the capacity to provide housing and a placement plan for 4 residents for up to 4 months. The female Probation Transitional Housing Program will have the additional flexibility to house females on an emergency basis if any of the four beds are not occupied with transitional housing clients. Program participation extensions will be available for a up to six months, based on client needs, and approval from the Probation Department.

TP will provide housing, sustenance, support services, programming, supervision, and access to a full array of reentry services. Security and supervision will be provided 24/7 by experienced monitor staff of the Turning Point Residential Reentry Center located directly across the street. The female housing program is located within the Turning Point Residential Reentry Center with 24/7 on site monitoring.

### **Transitional Housing Program Components**

The service delivery system will be structured into three phases:

Phase 1: Transitions – Week 1 through Week 4

Phase 2: Change Plan – Week 5 through Week 8

Phase 3: Community Reentry – Week 9 through Week 16

Phase 1 will be the most restrictive. All client time will be limited to on-site and off-site programming, religious activities, approved recreation, and Probation approved activities. Phase 2 will allow clients increased opportunities for community activities (such as field trips, group movie night out etc.), job search, education, and possible approved over-night visits with family. Phase 3 will be the least restrictive, preparing clients for release from the program and strengthening their support system through collaboration with outside organizations to provide relapse prevention, personal, health, educational, and vocational services that are necessary for a successful reentry.

The Phase system will allow clients time to make a gradual change from incarceration to life in the community. While the program will be designed to move clients through the phases at one month intervals, individual needs will drive the amount of time required for each phase. Programming will include “The Change Companies Transition Skills Interactive Journaling” to help clients gain the knowledge and skills to make the choices that will keep them away from crime and incarceration.

### **Case Management Services**

The program will have one full-time Case Manager for the male program and one part-time Case Manager for the program who will also oversee the female emergency housing incentive program.

The Case Manager will be responsible for the following:

- 1) The Case Manager will steer clients through their Individual Treatment Plan, which will include a monthly collaborative multidisciplinary team meeting involving the client,

- Probation, Behavioral Health, the employment case manager, the Probation Transitional Housing Case Manager and the Emergency Housing Case Manager;
- 2) The Probation Transitional Housing Case Manager will also provide all on-site program facilitation, supervision, client referral to local services, community advocacy and facility management;
  - 3) In addition to the monthly collaborative multidisciplinary team meeting, the Case Manager will meet, as needed, with the client's Probation Officer for case conferencing to further the client's success;
  - 4) The Case Manager will provide an Introduction and Orientation for clients within 24 hours of arrival at the Center; as part of the Introduction and Orientation, clients will receive a written summary of procedures governing their conduct and activities related to the program components, services and activities;
  - 5) The Case Manager will conduct an Individual Needs Intake Assessment within three calendar days of arrival to determine the extent of the client's specific programming needs;
  - 6) The Case Manager will complete an Individual Treatment Plan within seven days of the client's arrival which will be used to guide the client to successful completion of the program;
  - 7) The Case Manager will conduct Case Management reviews with the client bi-weekly for a systematic study of each client's needs and goal achievement.
  - 8) The Case Manager will facilitate group client activities because group social experiences will promote fellowship, provide experiences for clients to enjoy social events without alcohol and drugs, and support pro-social skill development; and,

### **Additional Supportive Services**

Clients will be provided with linen and towel supplies and there will be on-site washers and dryers for laundry. Indigent clients will be provided with personal care items, clothes, bus passes, assistance with medication and other support service needs.

Dietician approved, home cooked meals will be provided by the Residential Reentry Center kitchen which includes two hot meals and one cold meal, Monday – Friday and two hot meals on Saturday and Sunday. Sack lunches will be prepared for clients who are out during the mid-day meal. Special need diets will be accommodated per documented physical, dental, and religious needs. The Centers will have refrigerators, microwaves, etc. for clients who chose to prepare their own meals.

Over-the-counter medication will be provided by the case manager for non-serious illnesses and prescription medications will be monitored and secured in a locked cabinet and dispensed by Turning Point staff.

### **Collaborative Services**

Essential to the client's success in the program will be the effective collaborative relationships that TP has developed. TP has partnerships with the following organizations: Office for Employment Training, Department of Social Services, Sun Street Center, Food Bank for



Monterey County, Natividad Medical Center, Steinbeck Library, Center for Employment Training, the Faith Based Community, and other community-based organizations that will be relied upon to provide relapse prevention, personal, health, educational, and vocational services necessary for our client's successful reentry.

All non-emergency medical and dental needs will be met through Clinica de Salud which provides free on-site services at TP weekly that include medication prescription services.

A cross referral and shared case management system with TP AB109 Employment and Housing Incentive Programs will be a key component in wrap-around services, ensuring clients have opportunities to work and secure housing upon program completion.

Turning Point, Behavioral Health and the Probation Department will be the core multidisciplinary team that will drive the client's Individual Treatment Plan.

**EMERGENCY HOUSING INCENTIVE SERVICES:** Turning Point will offer AB109 Housing Incentive Services to all referred Monterey County PRCS, Mandatory Supervision, and Intensive Supervision probationers. CONTRACTOR will provide coordination of the AB 109 housing incentive. CONTRACTOR will work in partnership with Monterey County Probation in processing all referrals for a potential housing incentive from Probation.

An amount of \$106,666 shall be allocated for emergency housing incentives to the target population in Monterey County. With Probation's approval, CONTRACTOR may provide men room and board at Turning Point facilities at a cost of \$35.00 per night or at local motels for both men and women at a price negotiated by Turning Point and approved by the County. The rate for emergency housing for women provided at the Turning Point facility will be at a cost of \$58.22 per night. In addition, TP will provide support to qualified AB109-funded clients for their first month's rent/security deposit, provided they have the reasonable ability to maintain the rent payments.

The purpose of the housing incentive is to provide funding resources to secure housing for participants. Probation Officers will work closely with the Turning Point Coordinator in determining eligibility and amount for the housing incentive.

**Management Plan and Staffing**

<b><u>Classification/Title</u></b>	<b><u>Full-time Equivalent (FTE)</u></b>
Case Manager-Probation Transitional Housing	1.25
Case Manager-Emergency Housing Incentive Services	.75

In delivering these services the following responsibilities have been identified for each of the partner agencies:

**CONTRACTOR agrees to:**

1. Protect the confidentiality and maintain the security of confidential information,
2. Comply with the federal Health Insurance Portability and Accountability Act in regards to individual's medical and health information,
3. Incentive-based programs require the participant to be in full compliance with their terms and conditions. If a participants' behavior indicates otherwise, the Probation officer shall be notified and expenditure of incentive based funds shall be placed on hold until further authorization is provided by the Probation Department,
4. Provide or subcontract for case management services and assistance to help referred participants secure appropriate housing. These activities may include: housing needs assessments of individuals referred; development of housing plans, in coordination with Probation Officers; provide support with the completion of rental agreements, applications for low-income housing, advocacy for housing-related services, move-in expenses, or support in maintaining existing housing as appropriate,
5. Act as the fiscal agent in charge of issuing checks to participants and/or landlords for the housing stipend for eligible individuals,
6. Collaborate as necessary with other agencies involved in working with this population of individuals,
7. Maintain records and documentation of the services provided to individuals referred and the outcomes associated with the services they received. Submit monthly information and data to the Probation Department for program analysis, outcome and evaluation,
8. Submit referrals and record all case management activities through Efforts to Outcomes (ETO) Software,
9. Provide full access to the manner and specifics of the expenditures of all allocated funds from the grant,
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.
14. Accept referrals for services from Probation;
15. Conduct housing needs assessments and coordinate with Probation Officers;
16. Develop individual housing plans in coordination with Probation Officers;
17. Explore all other housing resources available to the general public, including General Assistance, before using AB 109 funding;
18. Maintain a county-wide housing referral data base;

19. Submit the Incentive Payment Request and Approval Form, and the Vendor Data Record;
20. Submit reports to Probation as required; and,
21. Provide follow-up services to participants.

**COUNTY agrees to:**

1. In FY 2016-17 provide a total of **\$364,094** in allocated funds from AB 109, to be disbursed on a monthly basis upon presentation, and verification of receipts, time cards, or other proofs of expenditure;
2. Identify a Probation staff member(s) to be the primary contact to CONTRACTOR;
3. Provide CONTRACTOR with a list of the specific information needed for adequate record keeping and data gathering, including a release of information from all individuals who are referred;
4. Maintain a referral criterion that incorporates program eligibility and suitability requirements;
5. Implement terms and conditions of supervision that support participation and provide accountability;
6. Continue to integrate services including, but not limited to, employment, into the court-involved service strategy;
7. Participate in and work to increase opportunities to collaborate with other providers to improve or expand services; and,
8. Communicate regularly with CONTRACTOR regarding program implementation.

**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. The Probation Department has agreed to provide AB109 service providers additional support through the Smart Supervision Grant in collaboration with the city of Salinas. Specifically, an assessment of evidence-based practice utilization, training, and technical support will be provided for the contractor's staff. It is expected that these staff members will fully participate and utilize these trainings and techniques to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probation's program evaluation of your service delivery.

**DATA COLLECTION**

Individual participant data must be collected for each person referred and served. Collected data shall reflect the dates and specific services received and the outcome of service delivery and related participant expenditures. Aggregate data shall be collected to reflect total numbers of those persons referred each month, that were assessed, that were case managed, and for which their referrals were closed. Data shall be provided at least monthly, but also as requested by the COUNTY.

Through ETO (Efforts to Outcomes) software, all required data will be entered into the web-based software application. All users shall be responsible for maintaining confidentiality of their user license, accurately entering data on a daily-to-weekly basis, and immediately notifying Probation Site Administrators of identified issues relating to access, data entry, or training needs.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

**BUDGET**

<u>Budget Line Item</u>	<u>Budget Amount*</u>
Emergency Housing Incentive Services (payments for staffing and shelter)	\$106,666
Transitional Housing Program (payments for staffing, room, board, supplies, skills training)	\$257,428
<b>TOTAL</b>	<b>\$364,094</b>

**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.

**B.3 Contractors Billing Procedures**

Contractor shall invoice County monthly in arrears. 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 Agreement terms and conditions and may cause reimbursement to be delayed or denied. Expenses may only be incurred prior to June 30, 2017.

## **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, 2017, 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.

## **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. Realignment 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).)