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AMENDMENT #2 TO AGREEMENT # A-14944
BY AND BETWEEN
COUNTY OF MONTEREY &
GEO REENTRY SERVICES, LLC

THIS AMENDMENT is made to the Agreement for the provision of services to adult offenders participating in the Day Reporting Center by and between **GEO REENTRY SERVICES, LLC,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, "the Parties").

WHEREAS, the County and CONTRACTOR first entered into the Agreement on September 1, 2020 by board action for the term September 1, 2020 through August 31, 2023, not to exceed $1,004,663 annually, for a total of $3,013,989; and

WHEREAS, Agreement was amended by the Parties on December 15, 2020 (hereinafter, "Amendment No. 1") to update Exhibit A with the new business location for the Day Reporting Center Services, effective January 1, 2021; and

WHEREAS, effective July 1, 2021, the County and CONTRACTOR desire to amend the Agreement, to consolidate services of the Day Reporting Center and post incarceration reentry services for adult offenders under Probation supervision under one contract and one location; and

WHEREAS, the Parties wish to add Exhibit A-1, Scope of Services/Payment Provisions, and increase the Agreement's amount by $367,152, for a total not to exceed amount of $3,381,141, for the term July 1, 2021 through August 31, 2023, to allow CONTRACTOR to provide services identified and as amended in the Agreement.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement, effective July 1, 2021, as follows:

1. Section, 1.0, "General Description" shall be amended to read:

   The County hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform the services described in Exhibit A and Exhibit A-1, inconformity with the terms of this Agreement. The goods and/or services are generally described as follows:

   Provide services to adult offenders under Probation and Parole supervision in a Day Reporting Center (DRC) model, pursuant to RFP#10760; and effective July 1, 2021, provide post incarceration reentry services to adult offenders under Probation supervision.

2. Section 2.0, "Payment Provisions" shall be amended to read:

   County shall pay the CONTRACTOR in accordance with the payment provisions set for the in Exhibits A, and A-1, subject to the limitations set forth in this Agreement. The total amount

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payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $3,381,141.

3. Section 4.0, “Scope of Services and Additional Provisions” shall be amended to read:

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

   Exhibit A – Scope of Services/Payment Provisions
   Exhibit A-1 – Scope of Services/Payment Provisions – Reentry Services

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No.2.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date written below.

MONTEREY COUNTY

Department Head

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Deputy Auditor/Controller

Dated: 5/17/2021 | 4:18 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
44E083B3FBEA412...

Anne K. Brereton
Deputy County Counsel

Dated: 5/17/2021 | 4:15 PM PDT

CONTRACTOR

By: DocuSigned by: Derrick D. Schofield D954B5B776F044C...

Signature of Chair, President, or Vice-President

Derrick D. Schofield, PHD,
Vice President-Reentry Services

Printed Name and Title

Dated: 5/14/2021 | 6:05 AM PDT

By: DocuSigned by: Beth Crews DF06AF4AEFBC476...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Beth Crews, Vice President & Asst. Secretary

Printed Name and Title

Dated: 5/17/2021 | 3:20 PM PDT

*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.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS-REENTRY SERVICES

A. SCOPE OF WORK

Al. CONTRACTOR MINIMUM WORK PERFORMANCE PERCENTAGE:

A.1.1 CONTRACTOR shall perform with his own organization contract work amounting to not less than fifty (50) percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A2. COUNTY RESPONSIBILITIES

A.2.1 COUNTY shall refer all program participants to CONTRACTOR.

A.2.2 COUNTY shall reserve sole right to set target population parameters.

A.2.3 COUNTY shall complete Risk assessments on all participants referred to the program by Probation utilizing the Ohio Risk Assessment (ORAS).

A.2.3.1 COUNTY shall refer participants assessed as moderate/high or high risk and deemed appropriate for the program.

A.2.4 CONTRACTOR shall provide the location to provide services.

A.2.4.1 COUNTY shall provide a login to CONTRACTOR to access the client management system as determined by Probation.

A.2.4.2 COUNTY shall provide training to CONTRACTOR on use of data entry system on client management system as determined by Probation.

A3. PROGRAMMING REQUIREMENTS

A.3.1 CONTRACTOR shall provide short term, multi-disciplinary services as part of the reentry program.

A.3.1.1 Program participants may include both men and women. Classes are not separated by gender.

A.3.1.2 The services shall include Orientation, Assessment and Individualized Service Plan, Substance Abuse Education, Anger Management, Cognitive and Life Skills Development, Parenting and Family

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Reintegration, Budgeting, Money Management, Job Readiness and Parenting Skills.

A.3.2 Orientation, Assessment, and Individualized Service Plan:

A.3.1.3 CONTRACTOR shall conduct individual assessments to determine the participant's temperament, learning style, and motivation.

A.3.1.4 CONTRACTOR shall develop a service plan with the participant to address attainable goals.

A.3.3 Substance Abuse Education/Programming:

A.3.3.1 Programming shall include education, self-awareness training and relapse prevention.

A.3.4 Anger Management:

A.3.4.1 CONTRACTOR shall provide evidence-based programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors.

A.3.5 Cognitive and Life Skills Development:

A.3.5.1 CONTRACTOR shall provide curriculum designed to encourage offenders to adopt a positive, law-abiding lifestyle.

A.3.5.2 Curriculum shall be based on cognitive-behavioral techniques.

A.3.6 Parenting Skills and Family Reintegration:

A.3.6.1 CONTRACTOR shall provide curriculum related to reintegration with family, positive social support, and parenting.

A.3.6.2 The training shall be based on cognitive-behavioral techniques.

A.3.6.3 Service shall offer a parenting component with techniques and strategies for successful parenting.

A.3.7 CONTRACTOR shall provide programming that uses evidence-based cognitive behavior interventions, address criminogenic needs, and be designed to reduce recidivism.

A.3.7.1 Programming shall have a daily classroom capacity of up to thirty-five (35) participants.

A.3.7.2 Program shall be provided during normal business hours (9am through 3:30pm).

A.3.7.3 Program curriculum shall be designed to run for one (1) month, approximately twenty (20) business days.

A.3.7.4 CONTRACTOR shall provide a minimum of two (2) staff to conduct all program activities.

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A.3.8 CONTRACTOR shall provide monitoring and treatment services in a classroom structure five (5) days a week, Monday through Friday. All County holidays will be observed.

A.3.9 CONTRACTOR shall provide annual training to Staff on cognitive curriculum techniques by cognitive behavioral trainers recognized by the Probation department to be experts in the field.

A.3.9.1 CONTRACTOR shall provide a minimum of ten (10) hours annually of ongoing training on cognitive behavioral curriculum and maintain records of such trainings.

A.3.10 CONTRACTOR shall, consistent with applicable law, inform the Office of the Chief of Probation within two (2) business days of any personnel issues which would reasonably be expected to impact the level of services or undermine the integrity of the goals of the program.

A.3.11 CONTRACTOR shall provide on-site lunch daily to participants. Meals shall be provided in the classroom. Meals shall not be prepared on-site.

A.3.12 CONTRACTOR shall cooperate with any evaluation and allow access to program or activities for the purpose of fulfilling grant or County mandates.

A.3.13 CONTRACTOR shall provide bus passes as needed to assist participants who have transportation barriers in order to facilitate their program attendance and participation.

A4. REFERRAL SERVICES

A.4.1 CONTRACTOR shall maintain a listing of community resources where program participants can be referred.

A.4.2 CONTRACTOR shall develop collaborative contacts with community providers involved in working with this population.

A5. IMMEDIATE NOTIFICATION

A.5.1 Program staff shall immediately notify COUNTY of any problems that would jeopardize public safety or the offender's continuation in the program including:

A.5.1.1 Failure to report and follow daily schedules.
A.5.1.2 Failure to participate in required activities.
A.5.1.3 New arrests.
A.5.1.4 Being under the influence of drugs or alcohol.
A.5.1.5 Any other behaviors that are unmanageable, disruptive or might pose a public risk.

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A6. **PERFORMANCE OUTCOMES AND EVALUATION**

A.6.1 CONTRACTOR shall collect data for the following reports, which include, but are not limited to:

A.6.1.1 Daily statistical report: A daily attendance log that includes the time of arrival for all participants and their signature.

A.6.1.2 Daily attendance logs must be submitted to the COUNTY daily.

A.6.1.3 Discharge Report: When a participant is discharged from the program, a discharge report shall be completed and sent to the assigned Deputy Probation Officer and Probation Services Manager. This report shall include, but not be limited to: Name and Date of Birth; History in the Program, including attendance and compliance and non-compliance; Date of termination, reason, and recommendations for additional services or programs.

A.6.1.4 Engage and participate with the Department in client satisfaction surveys for program participants or additional opportunities for program evaluation.

A.6.2 CONTRACTOR shall enter all program data into client management system as determined by Probation and as provided through the Probation Department.

A.6.2.1 CONTRACTOR shall track the number of clients served annually, demographic information and outcomes related to program completion or lack thereof.

B. Pricing

Bl. County shall pay an amount not to exceed $169,454 for each year of the agreement 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:

B2. Flat monthly rate of $13,223.25 plus actual monthly expenditures for client bus passes and client lunches. CONTRACTOR reimbursable expenses in aggregate for client bus passes and client lunches shall not exceed $10,775 per each year of the agreement.

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B3. Contractor shall charge eligible expenses as allocated by line item for bus passes and meals. However, funding could be reallocated between these 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, and Overhead/ Indirect/Administrative costs are excluded from any reallocation.

B4. Contractor shall invoice County for monthly costs as listed below:

COSTS	**Monthly Amount**	**Yearly Amount**
A. PERSONNEL SALARIES	$5,772	$69,264
B. FRINGE BENEFITS	$1,701	$20,412
C. OPERATING DIRECT COSTS	$4,100.75	$49,209
a. Bus Passes	Cost of Passes	$4,175
D. SUBCONTRACTORS	$1.75/meal	$6,600
E. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS	$549.50	$6,594
F. ANNUAL RENT	$1,100	$13,200
Total Yearly Amount		$169,454
Fiscal Year 2021-22		**$169,454**
Fiscal Year 2022-23		**$169,454**
Fiscal Year 2023: July 1, 2023 – August 31, 2023		**Not to exceed $28,244**
Total		**$367,152**