

**COUNTY OF MONTEREY STANDARD AGREEMENT**

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, Inc., (hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION:**

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:**

employment training and job placement services for clients eligible for the AB109 Public Safety Realignment Plan, which includes Post Release Community Supervision, Mandatory Supervision and intensive supervision

**2.0 PAYMENT PROVISIONS:**

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: \$ 271,975.00

**3.0 TERM OF AGREEMENT:**

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2021, 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:**

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 Other:** AB109 Grant Guidelines

Exhibit C: Criminal Justice Realignment Act of 2011

Turning Point of Central CA, Inc.  
Term: July 1, 2020 - June 30, 2021

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:

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.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 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 \$500,000 per occurrence.

**Agreement Over \$100,000 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 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 always 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:**

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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:

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:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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:

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>
Todd Keating, Chief Probation Officer	Ray Banks, MPA, Chief Executive Officer
Name and Title	Name and Title
Monterey County Probation Department 20 E. Alisal Street, Salinas, CA 93901	Turning Point of Central California, Inc. P.O. Box 7447, Visalia, CA 93920-7447
Address	Address
(831) 755-3913, Fax (831) 759-7246	(559) 732-8086
Phone:	Phone:

#### 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; venue shall be Monterey County.
- 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.

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**

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

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

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

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

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

By:  \_\_\_\_\_  
07025F3AA36B4A4... County Counsel

Date: 5/12/2020 12:43 PM PDT

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

By:  \_\_\_\_\_  
811C333563B9474... Auditor/Controller

Date: 5/13/2020 9:41 AM PDT

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

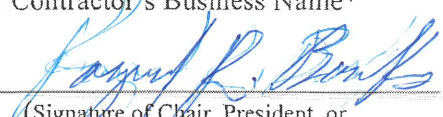
By: \_\_\_\_\_

Date: \_\_\_\_\_  
Risk Management

**CONTRACTOR**

Turning Point of Central California, Inc.


Contractor's Business Name\*

By:  \_\_\_\_\_  
(Signature of Chair, President, or Vice-President) \*

Raymond R. Banks, Chief Executive Officer

Name and Title

Date: 4/30/2020

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

Bruce Tyler, Chief Financial Officer

Name and Title

Date: 5/1/2020

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said 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 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, 2019, 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).)

**EXHIBIT- A - Scope of Services / Payment Provisions  
To  
Service Agreement  
Between  
Monterey County, hereinafter referred to as "COUNTY"  
AND  
Turning Point of Central California, Inc., hereinafter referred to as "CONTRACTOR"**

**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 (CONTRACTOR) will offer AB109 **Employment 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. Fifty (50) men and women will be placed into unsubsidized employment. It is anticipated that at least 70% of the fifty (50) will require subsidized training prior to job placement and all participants will receive supportive services per assessed needs. CONTRACTOR will set-aside \$85,000.00 for client job training and supportive services. One full-time Employment Specialist and one full-time Case Manager will be assigned to the program. These staff will work under the direct supervision of the Adult Employment Services Program Director, who has extensive experience in managing Adult Employment Programs for the adult offender population.

The Employment Program will be designed to meet the special training and employment needs of the offender population. The length of the program will vary based on participant needs. Services will be customer focused and customized to meet the precise needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and a primary outcome of the program. CONTRACTOR will leverage the resources of their offender programs, established community partnerships, and a strong employer data base to support client success.

**Management Plan and Staffing**

<u>Classification/Title</u>	<u>Full-Time Equivalent (FTE)</u>
Program Director	.875 FTE
Employment Specialist	1.0 FTE
Case Manager	1.0 FTE

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

## **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 will fully utilize evidence-based practices 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 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 employment 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 Service Manager.

## **PROGRAM REFERRALS**

Program referrals will be submitted electronically by Monterey County Deputy Probation Officers (DPO). Referrals shall be reviewed and accepted within 2 business days and processed with collaborative communication between program staff and probation officers. Enrollment begins once a referral has been "accepted". If the participant fails to respond or engage in service delivery, they may be "dismissed" after communicating with the referring DPO. All service delivery efforts and communications shall be recorded in Smart Probation SMS.

## **ORIENTATION**

Orientations to program services will be conducted individually upon the first contact with the client provided a referral has been received. Orientations will provide clients with information on CONTRACTOR's AB109 Employment Services as well as partnership job programs and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

## **ELIGIBILITY AND INITIAL ASSESSMENT**

Eligibility and Initial Assessment appointments will be available within one (1) business day following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may require resolution prior to employment. If it is determined that with CONTRACTOR assistance the client is ready to seek employment, enrollment will be conducted immediately, and a case file started. Clients in need of remediation prior to employment will be referred to suitable community services with the goal of enrollment following resolution.

## **EMPLOYMENT SERVICES**

### **Case Management**

Case Management will begin at the onset of services. The Case Manager will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer-based technologies, and job and career counseling during program participation and after job placement.

The Case Manager will ensure that the full array of CONTRACTOR employment services is available to clients as part of their Case Management plan. CONTRACTOR's wide range of community linkages will be utilized to support client objectives. Counseling, intervention activities and collaboration with partner agencies will be part of the matrix of services to ensure employment success.

The Case Manager will meet with his/her client no less than weekly at the onset of services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This vital training will continue to reinforce with clients "how to get a job", "how to keep a job" and "how to advance on the job."

### **Assessment**

The Case Manager will provide a comprehensive assessment for each client, consisting of an examination of the individual's capabilities, needs and vocational potential in order to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, considering the client's family situation, work history, education, occupational skills, interests and aptitudes (including those for nontraditional occupations). Also critical to evaluation and planning will be assessing attitude towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for supportive services. Recognizing the influences and experience of most offenders, the Case Manager will also closely observe clients' social and interpersonal skills as indicators of how well they can communicate and work with others. Background information and conviction records relevant to employability will be factored into the assessment.

### **Individual Employment Plan (IEP)**

The Case Manager will develop, with the client, an IEP outlining his or her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client's status, and the client's input will form the basis of the IEP.

The IEP will include client's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; labor market; self-sufficiency requirements; client's objectives and any need for support services. The IEP will be used as a "road map", guiding the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Case Manager and the client.

The IEP will be reviewed by the Case Manager with the client no less than monthly. It is a “living” document and can be changed as continued assessment reflects the need for such. All changes, review notes and progress in meeting the planned objectives will be documented by the Case Manager in the IEP.

### **Employability**

Instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include components of the following:

**Life Skills:** soft skill development; self-sufficiency; goal setting; financial planning; transportation; housing. **Pre-employment Skills:** gathering information; identification of skills; applications; resumes; interviewing; job search; phone etiquette; writing and basic office machine skills; employer expectations; job retention. **Marketable Work Habits:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork, problem solving, ethics; career advancement.

### **On-the-Job Training (OJT)**

On-the-Job Training (OJT) will be used for clients with little or no work history/skills or those that have been out of the job market for a long period of time. This training component will best serve clients that need training to be employable; however, require income to meet their basic needs. OJT's will provide valuable job-related skills in a real work environment. Additionally, training while employed provides supplementary soft skill development under the supervision of an employer. Bi-weekly client evaluations will track job related and soft skills development and provide the opportunity to adjust the training if needed.

### **Participant Referral to Job Site**

Once a suitable On-the-Job Training site is identified, the Employment Specialist will schedule an interview between the employer and the client. The client will be coached with a review of their training, and well-researched information on the prospective training site; they will also be assisted with interview clothes, transportation, etc. as needed.

Before the interview, the Employment Specialist will provide “need to know” only information to the employer, addressing the individual’s record, conditions of court supervision, and IEP information. Directly following the interview, the Employment Specialist will conduct an interview with both parties. An OJT Agreement is developed with the employer following a successful interview. A negative interview is analyzed and factored into employer compatibility and the participant’s ongoing assessment.

The Employment Specialist will screen OJT sites relative to client’s probation conditions to avoid compromising the client’s probation or the worksite. The Employment Specialist will also seek local business OJT sites based on advanced knowledge of their stated restrictions for hiring offenders. CONTRACTOR will not broker OJT's with employers who have exhibited a previous pattern of failing to provide agreed upon training obligations or fail to provide the OJT client with benefits equal to other employees doing the same kind of work for the same length of time.



### **Development of On-The-Job Training Agreements**

The Employment Specialist will assess potential OJT employment sites for job advancement opportunities, rate of pay, suitability to the client's skills and career or educational goals, and likelihood of retention. Actual placement will be the culmination of staff-assisted job development and the client's IEP.

The Employment Specialist will utilize its effective working relationships with numerous public, private non-profit and private employers. CONTRACTOR's philosophy in training site and job opportunity development will be that of building productive relationships based on trust and reliability. OJT sites will be developed with a focus on employers committed to hiring clients following training. The agency will develop the OJT training outline and enter into OJT Agreements with each employer based on a template pre-approved by the Monterey County Probation Adult Division Director.

Employment/Employer Training and support will be a key element to job retention and an integral part of job development and placement. Job development is individual and customized to the employer needs, worksite culture and the characteristics of the client. Employers will be educated to the benefits of hiring adults from the AB109 Employment Services Program, such as: employer reimbursement for training; job ready employees, money saved on employee recruitment, customized training, reduced screening and interviewing time, contribution to positive outcomes for at-risk adults, program support and follow up services, job retention support.

CONTRACTOR will conduct continuous active marketing to employers in and around Monterey County to promote awareness and encourage use of the AB109 Employment Services Program. Promotion will stress professional satisfaction, monetary savings and community awareness as three critical benefits to the employer.

### **Performance Evaluations**

Client Performance Evaluation forms will be provided to the employer at the start of training. Employers will be trained in the use of evaluations in support of skill and work habit development and job retention. The evaluation will allow the employer to rate the trainee and covers work maturity and habits such as punctuality; attendance; attitude; appearance; interpersonal relations; and task completion. These will start most of the clients' documented credibility in the world of work. Many will be used in interviews, as prior clients seek career advancement, to evidence that they have truly changed behaviors.

### **Worksite Visits**

Worksite Visits will be conducted monthly by the Employment Specialist (more often if needs indicate) for OJT supervision. The monthly Performance Evaluation will be reviewed with the employer and client. This will be an opportunity to address any areas of concern and develop a plan to remedy such and applaud successes. Staff, employer and the client will all review, sign and date the evaluation, for retention in the clients file. OJT Training Outlines will be reviewed at the worksite visits also and used as a monitoring tool to ensure employer compliance with the Agreement and assess skill development. As with the evaluations, should there be any areas of concern, corrective arrangements will be developed and carried out.

## **SUPPORT SERVICES**

CONTRACTOR will provide Support Services, to clients who are unable to meet their needs through their own resources, or partnership agencies. Support Services will include but not be limited to, work tools and safety equipment, food, clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with their objective of self-sufficiency in mind.

## **CAREER COUNSELING**

Comprehensive Career Counseling will be provided by CONTRACTOR staff, with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology-based data such as Occupational Exploration Guide (a guide to career, learning and lifestyle options the O\*NET (Career Exploration).

## **PLACEMENT IN UNSUBSIDIZED EMPLOYMENT FOLLOWING TRAINING**

Permanent, unsubsidized employment for clients will be the goal of all program components. CONTRACTOR plans a placement rate following training of 75% or higher. The Employment Specialist will develop work opportunities for clients that provide skill development in a work environment that supports their career and personal goals. CONTRACTOR will develop OJT's with transparency, providing education and support regarding the special issues of the offender and addict population. OJT's will be developed specifically for each client with a focus on making a good job match. CONTRACTOR maintains a large employer data base of employers amenable to hiring the offender population.

## **JOB RETENTION:**

CONTRACTOR will implement an established strategy for retention. The foundation for helping participants retain their jobs will begin at onset of services and continue throughout Follow-Up. Because the offender population is at considerable risk of returning to old behaviors, CONTRACTOR will facilitate the development of client support networks with the agencies' partnerships and linkages. Staff will educate each employer on the client risk factors (such as substance abuse, institutionalized behavior, etc.) to afford prompt intervention with counseling and related services.

Clients will be encouraged to return to pre-employment services for additional support as appropriate. CONTRACTOR will work with the client's family to alleviate challenges that may impede on-the-job success. All contacts will be documented in the clients file and reviewed regularly at full case conference to assess for maximum support. To support long-term employment, focus will remain on OJT opportunities in supportive environments with high potential for job satisfaction, skills development, wage increase and industry growth.

## **FOLLOW-UP SERVICES**

Follow-up Services will be conducted at least twice during the 1<sup>st</sup> quarter after job placement. CONTRACTOR will follow up through phone contacts, work site visits, mail correspondence, employer and support system contacts and retention strategies. Should reemployment become necessary, a new referral will be obtained.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

The County shall pay an annual amount not to exceed **(\$271,975)** for Fiscal Year (FY) 2020-2021 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Total compensation to CONTRACTOR not to exceed \$271,975. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**B.2 Budget**

<u>Budget Line Item</u>	<u>Annual Budget Amount*</u>
Salary and Benefits	\$134,138
Operating Costs	\$37,149
Client Job Training** and Employment Support Services	\$65,213
<b>SUBTOTAL</b>	<b>\$236,000</b>
Indirect Costs (not to exceed a maximum of 15% of monthly invoices for direct costs)	\$35,475
<b>TOTAL</b>	<b>\$271,975</b>

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

\*\*Client job training is based on an average wage of \$12.50 per hour (at a 50% employer reimbursement rate) for eight (8) weeks.

**NOTE\*:** Contractors will charge eligible expenses as allocated by line item. However, funding could be reallocated between line items, with the exception of the line items of Client Job Training/Employment Support Services and Operating Costs which are specifically excluded from reallocation, 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.

Direct costs are costs that provide measurable, direct benefits to particular programs. For CBOs, these can include costs that relate directly to programs and also support costs that relate to the peripheral services necessary to maintain the programs. Examples of CBO direct costs include salaries and benefits of staff working directly with Probation clients ("service delivery staff"), program management staff salary and benefits for allocated time spent directly supervising service delivery staff and providing program oversight, office supplies for the program, payments for supportive items for clients such as bus passes, interview clothing, personal hygiene items for clients, client wage subsidies and rent, utilities and telephones for office space occupied by staff working directly with Probation clients.

Indirect costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data processing.

An indirect cost rate is the percentage of an organization's indirect costs to its direct costs and is a standardized method of charging individual programs for their share of indirect costs.

The indirect cost rate can be used to budget the maximum amount of indirect costs allowable for a program and then to claim the actual amount of indirect costs after the program expenditures have been made. **When recovering/charging indirect costs, the indirect cost rate is applied to the amount actually expended for direct costs, not the total amount budgeted.**

Example of charging indirect costs: Assume a CBO's approved indirect cost rate is 10.00 percent. During the year, the CBO's actual direct cost expenditures totaled \$8,000. The maximum amount that can be charged to the grant/contract for indirect costs is \$800, which is \$8,000 times 10.00 percent.

### **B.3 Contractors Billing Procedures**

Contractor shall invoice County monthly. Contractor shall submit a monthly claim for payment, with back-up documentation that provides validation of eligible expenses, such as system generated payroll reports, 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. Salary costs reimbursable under this Agreement include vacation, sick leave, and compensating time off (CTO) earned and paid to vendor employees during the Agreement performance period. Balances accrued during the Agreement funding cycle, but not used and paid to the employee, cannot be claimed. The leave costs claimed must be proportional to the amount of time spent by the employee working on the Agreement scope of services. Expenses may only be incurred prior to June 30, 2021.

## **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, 2019, 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).)