

**AMENDMENT NO. 4
TO STANDARD AGREEMENT NO. A-14944
BETWEEN COUNTY OF MONTEREY AND
GEO REENTRY SERVICES, LLC**

THIS AMENDMENT NO. 4 to Standard Agreement A-14944 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **GEO Reentry Services, LLC** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-14944 with the County on September 1, 2020 (hereinafter, “Agreement”) to provide services to adult offenders participating in the Day Reporting Center (hereinafter, “services”) through August 31, 2023, for an annual amount not to exceed \$1,004,663 and total Agreement amount not to exceed \$3,013,989; and

WHEREAS, Agreement was amended by the Parties on December 15, 2020 (hereinafter, “Amendment No. 1”) to update the address of the new business location of the Day Reporting Center; and

WHEREAS, Agreement was amended by the Parties on June 14, 2021, (hereinafter, “Amendment No. 2”) to update the Scope of Services to consolidate services of the Day Reporting Center and post incarceration reentry services for adult offenders under one contract and one location effective July 1, 2021 and to increase the Agreement’s amount by \$367,152, for a total not to exceed amount of \$3,381,141; and

WHEREAS, Agreement was amended by the Parties on August 28, 2023 (hereinafter, “Amendment No. 3”) to extend the term of the Agreement for an additional year through August 31, 2024, update the Scope of Services/Payment Provisions, and to increase the Agreement’s amount by \$1,267,141 for a total amount not to exceed \$4,648,282; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Scope of Services/Payment Provisions requires minor updates to include language regarding the process for a Minimum Qualifications Waiver for the Substance Abuse Counselor position and to include the CONTRACTOR’S updated rates effective September 1, 2024; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the Scope of Services/Payment Provisions, extend the term by one additional year through August 31, 2025, and to increase the Agreement’s amount by \$1,344,704 for a total not to exceed amount of \$5,992,986 to allow

CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 4.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$5,992,286.

2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from September 1, 2020 to August 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the "Licenses Required" paragraph under Section A.5 "Management Plan and Staffing" of Exhibit A – Scope of Services/Payment Provisions to read as follows:

Licenses Required

Any person serving in the Classification/Title of Substance Abuse Counselor must, at a minimum, be a Registered Addiction Specialist and have current Certification in accord with State of California Code of Regulations (CCR) Title 9, Division 4, Chapter 8, Sections 13000, et seq.

In the event that a well-qualified job applicant for the Substance Abuse Counselor position does not possess the minimum certification of a Registered Addiction Specialist, a Minimum Qualifications Waiver (MQ Waiver) may be submitted to the Probation Adult Division Manager and Probation Services Manager for consideration. MQ Waivers will be approved on a case-by-case basis. A MQ Waiver must only be submitted for a candidate with extensive experience related to the substance abuse field who is actively taking the steps to obtain the required certification(s). Copies of the candidate's degree(s) and certified transcripts shall be attached to the MQ Waiver.

If the MQ Waiver is approved by the Probation Adult Division Manager and Probation Services Manager, CONTRACTOR shall provide a progress update at six (6) months and within one (1) year of their hire date. The employee must become certified within one (1) year of being hired.

Additionally, the CONTRACTOR must submit the MQ Waiver approved by Probation, in the Automated Re-entry Management System (ARMS) for review and approval by the California Department of Corrections and Rehabilitation (CDCR).

4. Amend the first sentence of Section B.1 “Compensation/Payment” of Exhibit A – Scope of Services/Payment Provisions to read as follows:

The County shall pay an amount not to exceed **\$5,270,647** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

5. Amend Section B.2 “Budget” of Exhibit A – Scope of Services/Payment Provisions to read as follows:

CONTRACTOR shall follow the all-inclusive tiered rate structure, as indicated below, for all clients referred to the DRC by Probation and Parole with a fixed monthly rate of up to 50 clients equal to \$72,600 (\$871,200 annually); and tiered per diem rate for clients above 50.

Number of Clients	Charge Amount – Effective September 1, 2024
0-50	\$72,600.00 /PER MONTH
51-75	\$18.50 /PER CLIENT per day additional
76-100	\$16.50 /PER CLIENT per day additional
100+	\$16.00 /PER CLIENT per day additional

No additional charges shall be included.

If number of referred clients accepted by CONTRACTOR falls below 50 (excluding the aftercare phase) for three consecutive months, the parties shall meet and confer on adjusting the compensation. Client aftercare services are not included in client count for the rate structure.

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

6. Amend the last sentence of Section B.3 “Contractor’s Billing Procedures” of Exhibit A – Scope of Services Payment Provisions to read as follows:

Expenses may only be incurred prior to the end of the contract period on August 31, 2025.

7. Amend the first sentence of Section C “Term” of Exhibit A – Scope of Services/Payment Provisions to read as follows:

The initial term shall commence with the signing of this AGREEMENT through and including August 31, 2025.

8. Amend the Pricing Table listed under Sub-Section B.4 of Section B “Pricing” of Exhibit A-1, Scope of Services/Payment Provisions to read as follows:

CONTRACTOR’s Pricing – Effective September 1, 2024

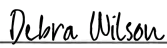
COSTS	Monthly Amount	Annual Amount
A. PERSONNEL SALARIES	\$6,349	\$76,188
B. FRINGE BENEFITS	\$1,871	\$22,452
C. OPERATING DIRECT COSTS	\$4,511	\$54,132
a. Bus Passes	Cost of Passes	\$4,593
D. SUBCONTRACTORS	\$1.75/meal	\$6,600
E. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS	\$604	\$7,248
F. ANNUAL RENT	\$1,210	\$14,520
FY 24-25 Total Annual Amount		\$185,733
Fiscal Year 2021-22		\$169,454
Fiscal Year 2022-23		\$169,454
Fiscal Year 2023-24: July 1, 2023 – August 31, 2023		\$28,244
Fiscal Year 2023-24: September 1, 2023 – August 31, 2024		\$169,454
Fiscal Year 2024-25: September 1, 2024 – August 31, 2025		\$185,733
Total Not to Exceed Amount for Re-entry Services		\$722,339

9. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.
10. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date written below.

COUNTY OF MONTEREY

DocuSigned by:



Contracts & Purchasing Officer

Dated: 8/19/2024

Approved as to Fiscal Provisions:

DocuSigned by:



Deputy Auditor/Controller

Date: 8/6/2024

Approved as to Liability Provisions:

Risk Management

Date:

Approved as to Form:

DocuSigned by:



Anne K. Brereton
Deputy County Counsel

Date: 8/5/2024

CONTRACTOR

By:

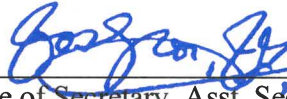


Signature of Chair, President, or
Vice-President

Derrick D. Schofield, Executive Vice President
Printed Name and

Title Date: 08/01/2024

By:



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

Joe Negron, Vice President, & Secretary
Printed Name and Title

Date: 08/02/2024

*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.