

**EXHIBIT- A - Scope of Services / Payment Provisions**  
**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”**

**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:

CONTRACTOR will offer AB109 **Transitional Housing** (Probation Transitional Housing) 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:** CONTRACTOR’s 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 \$598,600 shall be allocated for transitional housing services to this target population in Monterey County.

CONTRACTOR will receive each month a Minimum Monthly Base (MMB) of \$49,883 based on a monthly average of up to 20 clients housed per day.

If the monthly average in a service month falls below nine (9) clients housed per day, the parties shall meet within fifteen (15) days of such event to confer on either reduction of compensation, suspension of services or termination of the agreement.

The Probation Transitional Housing model offers direct placement from the street or the institution to housing with supervision, and support services. Clients will be assessed for program suitability and referred to CONTRACTOR by Monterey County (MC) Probation. The objective of the program will be to assist 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, and housing at time of exit.

The Transitional Housing facility is located at 116 E. San Luis St. and has the capacity to provide housing and related services for up to 20 residents for up to six (6) months or longer upon approval of the Probation Services Manager. It is 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 MC Probation Department.

CONTRACTOR will provide housing, sustenance, supervision, and access to a full array of reentry services. Security and supervision will be provided 24/7 by experienced monitor staff.

### **Case Management Services**

The program will have one 1.0 FTE Case Manager, and one 1.0 FTE Housing Manager for the program:

The Case Manager and Housing Manager will be responsible for the following:

1. Ensuring an initial intake, brief assessment, and orientation is conducted within the first 24 hours of residency,
2. Providing a comprehensive program orientation and full client assessment within three (3) working days of residency,
3. Developing an Individual Program Plan for each client within seven (7) working days of residency,
4. Conducting bi-weekly case management reviews for a systematic study of each client's needs and goal achievement,
5. Monitoring clients' progress and documenting step recommendations,
6. Working with MC Probation and Behavioral Health in the delivery of services for shared cases,
7. Initiate a multidisciplinary team meeting with MC Probation, and Behavioral Health as needed,
8. Maintaining effective communication with assigned deputy probation officers,
9. Community client advocacy to include information, referral, and follow-up services,
10. Maintaining up to date information in Smart Probation Service Management System (SMS) software,
11. Client status reports,
12. Attendance of all probation meetings,
13. Maintaining up-to-date client files, and
14. Facilitating group social activities to promote fellowship, support pro-social skill development, and provide social event experiences without alcohol and drugs.

### **Additional Supportive Services**

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

Nutritional hot and cold meals will be provided three times per day. 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. Residents are encouraged to participate in meal preparation and planning.

Over-the-counter medication will be provided by CONTRACTOR for non-serious illnesses and clients will be responsible for obtaining their own prescription medications. Clients may keep most prescriptions in their room or on their person; however, controlled medications will be monitored and secured in a locked cabinet and dispensed by CONTRACTOR staff.

**Collaborative Services**

Essential to the client’s success will be the collaborative relationships that CONTRACTOR maintains. CONTRACTOR has partnerships with organizations such as 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, Clinica de Salud, 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 the client’s successful reentry. CONTRACTOR, MC Probation Department, and Behavioral Health will be the core multidisciplinary team.

**Management Plan and Staffing**

| <u>Classification/Title</u> | <u>Full-time Equivalent (FTE)</u> |
|-----------------------------|-----------------------------------|
| House Manager               | 1.0                               |
| Case Manager                | 1.0                               |
| Monitors                    | 4.9                               |
|                             |                                   |

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 regarding an individual’s medical and health information;
3. Collaborate as necessary with other agencies involved in working with this population of individuals;
4. 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;
5. Record all case management activities through Smart Probation Services Management System (SMS) Software;
6. Provide full access to the manner and specifics of the expenditures of all allocated funds from the grant;

7. Maintain a daily log of participants receiving Transitional Housing for per diem reimbursement;
8. Attend collaborative meetings, when necessary;
9. Attend team meetings when necessary;
10. Upon mutual agreement, provide other services as needs are identified,
11. Accept referrals for services from Probation;
12. Conduct housing needs assessments and coordinate with Deputy Probation Officers;
13. Develop individual housing plans in coordination with Deputy Probation Officers;
14. Explore all other housing resources available to the general public before using AB 109 funding;
15. Maintain a county-wide housing referral data base or electronic referral list;
16. Submit reports to Probation as required, and
17. Provide follow-up services to participants.

**COUNTY agrees to:**

1. In FY 2021-2022 provide up to a total of **\$598,600** in allocated funds from AB109, to be disbursed monthly upon presentation, and verification of receipts, timecards, or other proofs of expenditures;
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. It is expected that staff members will fully utilize evidence-based practices to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probation's program evaluation of their service delivery.

**DATA COLLECTION**

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

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

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT BUDGET**

| <u>Budget Line Item</u>   | <u>Budget Amount*</u> |
|---|-----------------------|
| Transitional Housing Program:<br>a minimum monthly base (MMB) of \$49,883 based on a monthly average of up to 20 individuals per day for the service month. The MMB is all inclusive. | <b>\$598,600</b>      |
| <b>TOTAL</b>  | <b>\$598,600</b>      |

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 level of services or undermine the integrity of the goals of the program. Personnel issues shall include, but not be limited to any change in management level personnel or monitoring staff and/or the initiation of disciplinary proceedings against any employee. CONTRACTOR is expected to fill vacant positions to meet established staffing requirements within three (3) months from the date of such vacancy.

**B.3 Contractors Billing Procedures**

CONTRACTOR must provide a daily log of participants. CONTRACTOR shall invoice County monthly in arrears. CONTRACTOR shall submit a monthly claim for payment, with back-up documentation that provides validation of eligible expenses 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, 2022.

## **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).)