



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13600

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

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a three (3) year agreement with GEO Reentry Services, LLC, a wholly-owned subsidiary of The GEO Group, Inc., in an amount not to exceed \$300,000 annually/\$900,000 for three (3) years, to provide reentry services to incarcerated adult offenders under Monterey County Sheriff's Office supervision for the period July 1, 2017, through June 30, 2020; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to two (2) additional one (1) year amendments to the contract, provided the amendments do not significantly change the scope of services and do not exceed ten percent (10%) (\$30,000) of the original contract amount for a total, not to exceed three (3) year contract amount of \$930,000.

PASSED AND ADOPTED this 27th day of June 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas Parker and Adams
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting June 27, 2017.

Dated: June 28, 2017
File ID: 17-0654

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

By Denise Hancock
Deputy

AGREEMENT BETWEEN COUNTY OF MONTEREY AND GEO REENTRY SERVICES, LLC

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and GEO Reentry Services, LLC hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10582) for Evidence Based Practices Reentry Services Program, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10582 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10582. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP # 10582 dated January 12, 2017, including all attachments and exhibits

Addendum #1

CONTRACTOR'S Proposal dated January 30, 2017

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10582, Addendum #1, CONTRACTOR'S Proposal, including all attachments and exhibits.

- 1.4 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.
- 1.5 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.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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.

2.0 SCOPE OF SERVICE

- 2.1 The SCOPE OF WORK includes but is not limited to the following:
 - 2.1.1 CONTRACTOR shall assess PROGRAM offender participants' needs, barriers and strengths; and
 - 2.1.2 CONTRACTOR shall help identify a plan of action for successful reintegration into the community; and
 - 2.1.3 CONTRACTOR shall provide assistance with referrals and access to community based services, including coordination with other AB109 funded services, Justice Partners and other COUNTY services and partners; and
 - 2.1.4 CONTRACTOR shall utilize Evidence-Based Practices and a cognitive behavioral approach, work with PROGRAM participants to increase the likelihood they will be successful with longer term rehabilitative education and/or specialized programs; and
 - 2.1.5 CONTRACTOR shall target criminogenic needs of participating offenders to reduce the likelihood they will be incarcerated in the future; and
 - 2.1.6 CONTRACTOR shall work cooperatively with all COUNTY offices, services, staff, offenders and their families, visitors, other contractors, and guests of the COUNTY to enable the SHERIFF'S OFFICE to provide the highest level of

service possible. Creativity, efficiency, and productivity are strongly encouraged. All efforts to treat others fairly, honestly and with respect are important to everyone; and

2.1.7 CONTRACTOR shall conduct quarterly audits and evaluations of the PROGRAM. CONTRACTOR will present and explain quarterly audits and evaluations to the COUNTY; and

2.1.8 CONTRACTOR shall provide Case Management and Continuity of Care with internal and external entities for participant offenders.

2.2 COUNTY RESPONSIBILITIES

2.2.1 COUNTY shall refer all PROGRAM offender participants to CONTRACTOR.

2.2.2 COUNTY shall reserve the sole right to set target population parameters.

2.2.3 COUNTY shall complete risk assessments on all offender participants referred to the PROGRAM by utilizing the Ohio Risk Assessment (ORAS) or similar assessment tool.

2.2.4 COUNTY shall refer offender participants assessed as moderate/high or high risk and deemed appropriate for the PROGRAM.

2.2.5 COUNTY shall provide CONTRACTOR the location(s) to provide services within the JAIL and coordinate with other community and COUNTY services for the external services upon release from custody.

2.2.6 COUNTY shall provide CONTRACTOR the location to provide services.

2.2.6.1 Location for the PROGRAM is the JAIL, located at 1410 Natividad Road, Salinas, California 93906.

2.2.7 COUNTY shall be responsible for the following at the location provided to the CONTRACTOR during the course of service delivery at the JAIL:

2.2.7.1 Electric, water, sewer, and internet access, etc.

2.2.7.2 Costs covered by COUNTY shall be subject to a determination of reasonableness by COUNTY.

2.2.7.3 COUNTY shall provide computer(s), projector(s) and projector screen(s) for PROGRAM delivery.

2.2.7.4 COUNTY shall provide a login to CONTRACTOR to access the TracNet Case Management System and training for such program.

2.2.7.5 COUNTY shall create an area (tab) in TracNet to reflect PROGRAM provided data, stats, evaluations, etc.

2.3 PROGRAMMING REQUIREMENTS

- 2.3.1 CONTRACTOR shall provide short term, multi-disciplinary services as part of the Evidenced-Based Practices REENTRY SERVICES PROGRAM.**
- 2.3.2 These services shall include at a minimum Orientation, Assessment and Creation of an Individualized Service Plan, Substance Abuse Education, Anger Management, Cognitive and Life Skills Development, Parenting and Family Reintegration, Budgeting and Money Management, Employment Preparation Skills.**
- 2.3.2.1 Orientation, Assessment, and Individualized Service Plan:**
CONTRACTOR shall conduct individual assessments to determine the offender participant's temperament, learning style, and motivation.
- 2.3.2.2 CONTRACTOR shall develop a service plan with the participant offender to address measurable and attainable goals.**
- 2.3.3 Substance Abuse Education/Programming:**
- 2.3.3.1 CONTRACTOR shall provide Evidence-Based education, self-awareness training and relapse prevention programming.**
- 2.3.4 Anger Management:**
- 2.3.4.1 CONTRACTOR shall provide Evidence-Based Practices programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors.**
- 2.3.5 Cognitive and Life Skills Development:**
- 2.3.5.1 CONTRACTOR shall provide Evidence-Based curriculum designed to encourage offenders to adopt a positive, law-abiding lifestyle. Curriculum shall be based on cognitive-behavioral techniques.**
- 2.3.6 Parenting Skills and Family Reintegration:**
- 2.3.6.1 CONTRACTOR shall provide Evidence-Based curriculum related to reintegration with family, positive social support, and parenting.**
- 2.3.6.2 The training shall be based on cognitive-behavioral techniques.**
- 2.3.6.3 Service shall offer a parenting component with techniques and strategies for successful parenting.**
- 2.3.7 CONTRACTOR shall provide programming that uses Evidence-Based Practice for cognitive behavior interventions, address criminogenic needs, and are designed to reduce recidivism.**
- 2.3.8 Programming shall have a daily classroom capacity of up to twenty (20) offender participants for female and male participants (separately and concurrent).**
- 2.3.9 Program shall be provided during normal business days, Monday through Friday, and hours (9am through 3:30pm) or as determined by the COUNTY. All County holidays will be observed.**

reasons other than a successful completion or graduation, a Discharge Report shall be completed and sent to the Programs Manager.

2.5.1.2.1 This report shall include, but is not limited to: Offender's Name, Booking Number and History in the PROGRAM, including attendance and compliance and non-compliance; Date of termination and reason.

2.5.2 CONTRACTOR shall enter all PROGRAM data into TracNet case management system provided through the SHERIFF'S OFFICE.

2.5.3 CONTRACTOR shall track the number of offenders served monthly and annually, demographic information and outcomes related to PROGRAM completion or lack thereof.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence **July 1, 2017** through **June 30, 2020**, with the option to extend the AGREEMENT for **two (2) additional one (1) year periods**. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County or CONTRACTOR reserve the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

- 2.3.10 Program curriculum shall be designed to run for three (3) months, approximately sixty (60) business days.
- 2.3.11 CONTRACTOR shall provide a minimum of two (2) staff to conduct all program activities.
- 2.3.12 CONTRACTOR shall provide annual training to Staff on cognitive curriculum techniques by cognitive behavioral trainers recognized by the SHERIFF'S OFFICE to be experts in the field.
- 2.3.13 CONTRACTOR shall provide a minimum of ten (10) hours annually of ongoing training on cognitive behavioral curriculum.
- 2.3.14 CONTRACTOR shall, consistent with applicable law, inform the Programs Manager within one (1) business day 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.
- 2.3.15 CONTRACTOR shall cooperate with any evaluation and/or audit and, allow access to PROGRAMS, activities, records, etc. for the purpose of fulfilling any COUNTY mandate.
- 2.3.16 PROGRAM staff shall immediately notify the COUNTY of any problems that would jeopardize public safety or the offender's continuation in the program including:
- 2.3.16.1 Failure to report and follow daily schedules.
 - 2.3.16.2 Failure to participate in required activities.
 - 2.3.16.3 Being under the influence of drugs or alcohol.
 - 2.3.16.4 Any other behaviors that are unmanageable, disruptive or might pose a public risk.

2.4 REFERRAL SERVICES

- 2.4.1 CONTRACTOR shall maintain a listing of community resources where program offenders can be referred.
- 2.4.2 CONTRACTOR shall develop collaborative contacts with community providers and Justice Partners in working with this population.

2.5 PERFORMANCE OUTCOMES AND EVALUATION

- 2.5.1 CONTRACTOR shall collect data for the following reports, which include, but are not limited to:
- 2.5.1.1 Daily Statistical Report: A daily attendance log that includes the time of arrival for all participants and their signature. Daily attendance logs must be submitted to the COUNTY daily.
 - 2.5.1.2 Discharge Report: When a participant is discharged from the PROGRAM for

- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the **Monterey County Sheriff's Department** at the following address:
1414 Natividad Road
Salinas, CA 93906
- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 **Qualifying Insurers:** All coverage, 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 County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 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:

S7.3.1.1 **Commercial general liability insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

S7.3.1.2 **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.

S7.3.1.3 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.

S7.3.1.4 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, 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.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.

S7.4.2 Each liability policy shall provide that 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 insured 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.

S7.4.3 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.

S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.

S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.
- 8.2 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.

- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, 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 amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 FORCE MAJEURE

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or

inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 14.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

15.0 TRAVEL REIMBURSEMENT

- 15.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

16.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT

- 16.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

17.0 NON-APPROPRIATIONS CLAUSE

- 17.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for

any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

18.0 BACKGROUND CHECKS

- 18.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 18.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 18.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 18.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 18.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

19.0 WARRANTY BY CONTRACTOR

- 19.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

20.0 ACCESSIBILITY

- 20.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

21.0 CLEANUP

- 21.1 During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.

22.0 DAMAGE

- 22.1 The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

23.0 NOTICES

- 23.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:
Ann M. Schlarb, Ph.D., President
GEO Reentry Services, LLC
621 Northwest 53rd Street
Boca Raton, FL 33487
Tel. No.: (561) 893-4436
FAX No.: (561) 999-7731
aschlarb@geocareinc.com

24.0 LEGAL DISPUTES

- 24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 6-30-17

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

Dated: 6-13-17

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: 6/12/2017

CONTRACTOR

By: 

Signature of Chair, President, or Vice-President

AMBER D. MARTIN

Printed Name and Title Executive VP Contract Administration

Dated: 6/6/17

By: 

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

Senior Vice President, General Counsel & Secretary

Printed Name and Title

Dated: 6/6/17

County Board of Supervisors' Agreement Number: _____.

*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.

ATTACHMENT E: BUDGET DETAIL

AGENCY NAME:	GEO Reentry Services, LLC
TOTAL PROJECT BUDGET:	\$891,000.00

I. DIRECT COSTS	First Year Amount
A. PERSONNEL SALARIES	
Program Supervisor	\$48,000.00
Transitional Case Manager	\$37,440.00
Case Managers	\$74,880.00
SUBTOTAL	\$ 160,320.00
B. FRINGE BENEFITS	
FICA	\$12,634.00
FUI & SUI	\$1,960.00
Other	\$31,381.00
SUBTOTAL	\$ 45,975.00
C. OPERATING DIRECT COSTS	
Office Supplies	\$2,640.00
Curriculum Costs	\$16,793.00
Communications	\$1,200.00
Personnel Training and Travel	\$4,560.00
Management Fee	\$30,789.00
SUBTOTAL	\$ 55,982.00
D. SUBCONTRACTORS	
N/A	
SUBTOTAL	\$ N/A
II. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS (Not to exceed 5% of total budget)	
Information Technology, Payroll, Accounting, Tax, Human Resources, Internal Audit	\$64,076.00
Discount Overhead / Indirect / Administrative Costs	(\$29,353.00) *
* Please see Budget Narrative for further detail	
SUBTOTAL	\$ 34,723.00
GRAND TOTAL FIRST YEAR	\$ 297,000.00

I. DIRECT COSTS	Second	Year
	Amount	
E. PERSONNEL SALARIES		
Program Supervisor	\$48,000.00	
Transitional Case Manager	\$37,440.00	
Case Managers	\$74,880.00	
SUBTOTAL	\$ 160,320.00	
F. FRINGE BENEFITS		
FICA	\$12,634.00	
FUI & SUI	\$1,960.00	
Other	\$31,381.00	
SUBTOTAL	\$ 45,975.00	
G. OPERATING DIRECT COSTS		
Office Supplies	\$2,640.00	
Curriculum Costs	\$16,793.00	
Communications	\$1,200.00	
Personnel Training and Travel	\$4,560.00	
Management Fee	\$30,789.00	
SUBTOTAL	\$ 55,982.00	
H. SUBCONTRACTORS		
N/A		
SUBTOTAL	\$ N/A	
II. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS (Not to exceed 5% of total budget)		
Information Technology, Payroll, Accounting, Tax, Human Resources, Internal Audit	\$64,076.00	
Discount Overhead / Indirect / Administrative Costs	(\$29,353.00) *	
* Please see Budget Narrative for further detail		
SUBTOTAL	\$ 34,723.00	
GRAND TOTAL SECOND YEAR	\$ 297,000.00	

III. DIRECT COSTS	Thrd Year Amount
I. PERSONNEL SALARIES	
Program Supervisor	\$48,000.00
Transitional Case Manager	\$37,440.00
Case Managers	\$74,880.00
SUBTOTAL	\$ 160,320.00
J. FRINGE BENEFITS	
FICA	\$12,634.00
FUI & SUI	\$1,960.00
Other	\$31,381.00
SUBTOTAL	\$ 45,975.00
K. OPERATING DIRECT COSTS	
Office Supplies	\$2,640.00
Curriculum Costs	\$16,793.00
Communications	\$1,200.00
Personnel Training and Travel	\$4,560.00
Management Fee	\$30,789.00
SUBTOTAL	\$ 55,982.00
L. SUBCONTRACTORS	
N/A	
SUBTOTAL	\$ N/A
IV. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS (Not to exceed 5% of total budget)	
Information Technology, Payroll, Accounting, Tax, Human Resources, Internal Audit	\$64,076.00
Discount Overhead / Indirect / Administrative Costs	(\$29,353.00) *
* Please see Budget Narrative for further detail	
SUBTOTAL	\$ 34,723.00
GRAND TOTAL THIRD YEAR	\$ 297,000.00

SUMMARY:

- A. GRAND TOTAL FIRST YEAR : \$ 297,000.000
- B. GRAND TOTAL SECOND YEAR: \$ 297,000.000
- C. GRAND TOTAL THIRD YEAR:\$ 297,000.000

TOTAL THREE YEAR COST (A+B+C): \$ 891,000.000