

**AMENDMENT #2 TO AGREEMENT # A-13197
BY AND BETWEEN
COUNTY OF MONTEREY &
TURNING POINT OF CENTRAL CALIFORNIA, INCORPORATED**

THIS AMENDMENT is made to the Standard Agreement for the provision of transitional and emergency housing services for adult offenders eligible for the AB109 Public Safety Realignment Plan by and between **TURNING POINT OF CENTRAL CALIFORNIA, INCORPORATED**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, "the Parties").

WHEREAS, the County and CONTRACTOR first entered into the Agreement on June 28, 2016 by board action for the term July 1, 2016 through June 30, 2017, for an amount not to exceed \$364,094; and

WHEREAS, Agreement was amended by Parties on June 21, 2016 (hereinafter, "Amendment No.1", including Exhibit A-1 -Scope of Services/Payment Provisions) to extend the term an additional one (1) year to June 30, 2018 and to increase the Agreement's amount by \$364,094 which resulted in a total not to exceed amount of \$728,188, for the continuation of services; and

WHEREAS, due to an increase in the need for transitional and emergency housing services, additional funding is necessary; and

WHEREAS, the County and CONTRACTOR wish to further amend the Agreement to increase in the amount of \$130,000, for a total not to exceed amount of \$858,188 to allow CONTRACTOR to continue to provide services identified in the Agreement through the term ending June 30, 2018.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement as follows:

1. The first sentence of Section 1.01 of Paragraph 1.0, "General Description", shall be amended to read as follows:

The County hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-2 in conformity with the terms of this Agreement.

2. Section 2.01 of Paragraph 2, "Payment Provisions", shall be amended to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, 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 \$858,188.

3. In Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions" delete "Exhibit A-1, Scope of Services/Payment Provisions" and add "Exhibit A-2, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2, Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No.2.

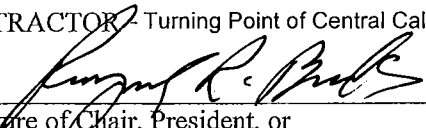
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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

CONTRACTOR - Turning Point of Central California, Inc.

Department Head

By: 

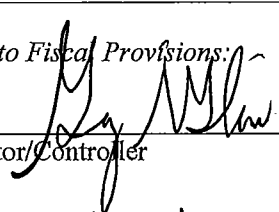
Signature of Chair, President, or
Vice-President

Dated: _____

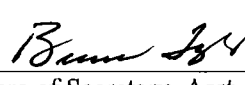
Raymond R. Banks, Chief Executive Officer
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 4/18/18



Deputy Auditor/Controller

By: 

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

Dated: 4/23/18

Approved as to Liability Provisions:

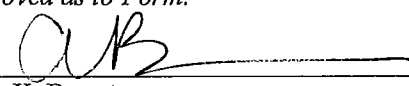
Bruce Tyler, Chief Financial Officer
Printed Name and Title

Risk Management

Dated: 4/18/18

Dated: _____

Approved as to Form:



Anne K. Brereton
Deputy County Counsel

Dated: 4-23-18

*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.

EXHIBIT- A-2
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"

Scope of Services / Payment Provisions

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 (TP) will offer AB109 **Transitional Housing** (Probation Transitional Housing) and Emergency Housing Incentive 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.

TRANSITIONAL HOUSING: Turning Point of Central California, Inc. 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 annual amount of **\$372,428** shall be allocated for transitional housing services to this target population in Monterey County.

The Probation Transitional Housing model offers direct placement from the street or the institution to housing with supervision, programming and support services. Clients will be assessed for program suitability and referred to TP by Probation. The objective of the program will be to assist clients with life skills training and 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, increased access to employment or educational opportunities, abstinence from substance use, program completion, and housing at time of exit.

The male Probation Transitional Housing Program is located at 111 and 115 E. San Luis St. and the female Probation Transitional Housing Program is at 116 San Luis St., within the Turning Point Residential Reentry Center. Both programs are 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 Probation Department.

The male program has the capacity to provide housing and a placement plan for twelve (12) residents for up to four (4) months. The female housing program has the capacity to provide housing and a placement plan for four (4) residents for up to four (4) months. The female Probation Transitional Housing Program will have the additional flexibility to house females on an emergency basis if any of the four beds are not occupied with transitional housing clients. Program participation extensions will be available for up to six months, based on client needs, and approval from the Probation Department.

TP will provide housing, sustenance, support services, programming, supervision, and access to a full array of reentry services. Security and supervision will be provided 24/7 by experienced monitor staff of the Turning Point Residential Reentry Center located directly across the street. The female housing program is located within the Turning Point Residential Reentry Center with 24/7 on site monitoring.

Transitional Housing Program Components

The service delivery system will be structured into three phases:

Phase 1: Transitions – Week 1 through Week 4

Phase 2: Change Plan – Week 5 through Week 8

Phase 3: Community Reentry – Week 9 through Week 16

Phase 1 will be the most restrictive. All client time will be limited to on-site and off-site programming, religious activities, approved recreation, and Probation approved activities. Phase 2 will allow clients increased opportunities for community activities (such as field trips, group movie night out etc.), job search, education, and possible approved over-night visits with family. Phase 3 will be the least restrictive, preparing clients for release from the program and strengthening their support system through collaboration with outside organizations to provide relapse prevention, personal, health, educational, and vocational services that are necessary for a successful reentry.

The Phase system will allow clients time to make a gradual change from incarceration to life in the community. While the program will be designed to move clients through the phases at one month intervals, individual needs will drive the amount of time required for each phase. Programming will include "The Change Companies Transition Skills Interactive Journaling" to help clients gain the knowledge and skills to make the choices that will keep them away from crime and incarceration.

Case Management Services

The program will have one (1) full-time Case Manager for the male program and one (1) full-time Case Manager for the female program who will also oversee the male and female emergency housing incentive program.

The Case Manager will be responsible for the following:

- 1) The Case Manager will steer clients through their Individual Treatment Plan, which will include a monthly collaborative multidisciplinary team meeting involving the client,

Probation, Behavioral Health, the employment case manager, the Probation Transitional Housing Case Manager and the Emergency Housing Case Manager;

- 2) The Probation Transitional Housing Case Manager will also provide all on-site program facilitation, supervision, client referral to local services, community advocacy and facility management;
- 3) In addition to the monthly collaborative multidisciplinary team meeting, the Case Manager will meet, as needed, with the client's Probation Officer for case conferencing to further the client's success;
- 4) The Case Manager will provide an Introduction and Orientation for clients within twenty-four (24) hours of arrival at the Center; as part of the Introduction and Orientation, clients will receive a written summary of procedures governing their conduct and activities related to the program components, services and activities;
- 5) The Case Manager will conduct an Individual Needs Intake Assessment within three (3) calendar days of arrival to determine the extent of the client's specific programming needs;
- 6) The Case Manager will complete an Individual Treatment Plan within seven (7) days of the client's arrival which will be used to guide the client to successful completion of the program;
- 7) The Case Manager will conduct Case Management reviews with the client bi-weekly for a systematic study of each client's needs and goal achievement.
- 8) The Case Manager will facilitate group client activities because group social experiences will promote fellowship, provide experiences for clients to enjoy social events without alcohol and drugs, and support pro-social skill development; and,

Additional Supportive Services

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

Dietician approved, home cooked meals will be provided by the Residential Reentry Center kitchen which includes two (2) hot meals and one (1) cold meal, Monday – Friday and two (2) hot meals on Saturday and Sunday. 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. The Centers will have refrigerators, microwaves, etc. for clients who chose to prepare their own meals.

Over-the-counter medication will be provided by the case manager for non-serious illnesses and prescription medications will be monitored and secured in a locked cabinet and dispensed by Turning Point staff.

Collaborative Services

Essential to the client's success in the program will be the effective collaborative relationships that TP has developed. TP has partnerships with the following organizations: 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, 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 our client's successful reentry.

All non-emergency medical and dental needs will be met through Clinica de Salud which provides free on-site services at TP weekly that include medication prescription services.

A cross referral and shared case management system with TP AB109 Employment and Housing Incentive Programs will be a key component in wrap-around services, ensuring clients have opportunities to work and secure housing upon program completion.

Turning Point, Behavioral Health and the Probation Department will be the core multidisciplinary team that will drive the client's Individual Treatment Plan.

EMERGENCY HOUSING INCENTIVE SERVICES: Turning Point will offer AB109 Housing Incentive Services to all referred Monterey County PRCS, Mandatory Supervision, and Intensive Supervision probationers. CONTRACTOR will provide coordination of the AB 109 housing incentive. CONTRACTOR will work in partnership with Monterey County Probation in processing all referrals for a potential housing incentive from Probation.

An annual amount of **\$121,666** shall be allocated for emergency housing incentives and staffing to the target population in Monterey County. With Probation's approval, CONTRACTOR may provide men room and board at Turning Point facilities at a cost of \$35.00 per night or at local motels for both men and women at a price negotiated by Turning Point and approved by the County. The rate for emergency or transitional housing for women provided at the Turning Point facility will be at a cost of \$58.22 per night. In addition, with the Probation Department's approval, TP may provide support to qualified AB109-funded clients for their first month's rent/security deposit, provided they have the reasonable ability to maintain the rent payments.

The purpose of the housing incentive is to provide funding resources to secure housing for participants. Probation Officers will work closely with the Turning Point Coordinator in determining eligibility and amount for the housing incentive.

Management Plan and Staffing

<u>Classification/Title</u>	<u>Full-time Equivalent (FTE)</u>
Case Manager-Probation Transitional Housing	1.0
Case Manager-Emergency Housing Incentive Services	1.0

In delivering these services the following responsibilities have been identified for each of the partner agencies:

Turning Point & Probation – HOUSING program
AB109 Employment Services FY 2017-2018

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 in regard to individual's medical and health information,
3. Incentive-based programs require the participant to be in full compliance with their terms and conditions. If a participants' behavior indicates otherwise, the Probation Officer shall be notified and expenditure of incentive based funds shall be placed on hold until further authorization is provided by the Probation Department,
4. Provide or subcontract for case management services and assistance to help referred participants secure appropriate housing. These activities may include: housing needs assessments of individuals referred; development of housing plans, in coordination with Probation Officers; provide support with the completion of rental agreements, applications for low-income housing, advocacy for housing-related services, move-in expenses, or support in maintaining existing housing as appropriate,
5. Act as the fiscal agent in charge of issuing checks to participants and/or landlords for the housing stipend for eligible individuals,
6. Collaborate as necessary with other agencies involved in working with this population of individuals,
7. 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,
8. Submit referrals and record all case management activities through Efforts to Outcomes (ETO) Software,
9. Provide full access to the manner and specifics of the expenditures of all allocated funds from the grant,
10. Attend collaborative meetings, when necessary, to coordinate the overall implementation of the AB 109 funding,
11. Attend team meetings when necessary,
12. Communicate regularly with Probation regarding case management and financial assistance provided,
13. Upon mutual agreement, provide other services as needs are identified.
14. Accept referrals for services from Probation;
15. Conduct housing needs assessments and coordinate with Probation Officers;
16. Develop individual housing plans in coordination with Probation Officers;
17. Explore all other housing resources available to the general public, including General Assistance, before using AB 109 funding;
18. Maintain a county-wide housing referral data base;

19. Submit the Incentive Payment Request and Approval Form, and the Vendor Data Record;
20. Submit reports to Probation as required; and,
21. Provide follow-up services to participants.

COUNTY agrees to:

1. In FY 2017-18 provide a total of **\$494,094** in allocated funds from AB 109, to be disbursed on a monthly basis upon presentation, and verification of receipts, time cards, or other proofs of expenditure;
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. The Probation Department has agreed to provide AB109 service providers additional support through the Smart Supervision Grant in collaboration with the city of Salinas. Specifically, an assessment of evidence-based practice utilization, training, and technical support will be provided for the contractor's staff. It is expected that these staff members will fully participate and utilize these trainings 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 your service delivery.

DATA COLLECTION

Individual participant data must be collected for each person referred and served. Collected data shall reflect the dates and specific services received and the outcome of service delivery and related participant expenditures. Aggregate data shall be collected to reflect total numbers of those persons referred each month, that were assessed, that were case managed, and for which their referrals were closed. Data shall be provided at least monthly, but also as requested by the COUNTY.

Through ETO (Efforts to Outcomes) software, all required data will be entered into the web-based software application. All users shall be responsible for maintaining confidentiality of their user license, accurately entering data on a daily-to-weekly basis, and immediately notifying Probation Site Administrators of identified issues relating to access, data entry, or training needs.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

BUDGET

<u>Annual Budget Line Item</u>	<u>Annual Budget Amount*</u>
Emergency Housing Incentive Services (payments for staffing and shelter)	\$121,666
Transitional Housing Program (payments for staffing, room, board, supplies, skills training)	\$372,428
TOTAL	\$494,094

NOTE*: Contractors will charge eligible expenses as allocated by line item. However, funding could be reallocated between line items upon request and justification by the Contractor and written approval by the Office of the Chief (or designee), providing that the total contract amount remain unchanged.

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

B.3 Contractors Billing Procedures

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, 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, 2018.