



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13275

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

- a. Approved and authorized the Chief Probation Officer to sign a Standard Agreement with Turning Point of Central California, Incorporated to provide employment training and job placement services in an amount not to exceed \$321,683 for adult offenders under AB 109 Public Safety Realignment plan for the period July 1, 2016 to June 30, 2017; and
- b. Authorized the Chief Probation Officer to sign up to three (3) future amendments to each Agreement where the amendments do not exceed ten percent (\$32,168) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 23rd day of August 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

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 79 for the meeting on August 23, 2016.

Dated: September 1, 2016
File ID: A 16-252

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

By  Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County,") and:
Turning Point of Central California, Incorporated,
(hereinafter "CONTRACTOR,")

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

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide employment training and job placement services for clients eligible for the AB 109, Public Safety Realignment plan; which includes Post Release Community Supervision, Mandatory Supervision, and intensive supervision.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 321,683.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from July 1, 2016 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
- Exhibit A** Scope of Services/Payment Provisions
Exhibit B AB 109 Grant Guidelines
Exhibit C The Criminal Justice Realignment Act of 2011

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause,, includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance,, includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance,, certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made," basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage,") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall 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.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Marcia Parsons, Chief Probation Officer	 Raymond D. Banks, Jeff Fly, Chief Executive Director
Name and Title	Name and Title
Montrey County, Probation Department 20 E. Alisal Street Salinas, CA 93901	Turning Point of Central California, Inc. P.O. Box 7447 Visalia, CA 93920-7447
Address	Address
(831) 755-3913, Fax (831) 759-7246	(559) 732-8086
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR," as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----This section left blank intentionally-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR	
By:	_____ Contracts/Purchasing Officer		_____ Turning Point of Central California, Inc.
Date:	_____ Contractor's Business Name*		
By:	<u>Marina Parson</u> Department Head (if applicable)	By:	<u>Raymond R. Banks</u> (Signature of Chair, President, or Vice-President)*
Date:	<u>7-16-16</u>		
By:	_____ Board of Supervisors (if applicable)		<u>Raymond Banks, CEO</u> Name and Title
Date:	_____	Date:	<u>7/6/16</u>
Approved as to Form ¹			
By:	<u>Andrea L. Olson</u> County Counsel	By:	<u>Scott Hollander, COO</u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date:	<u>7-13-16</u>		
Approved as to Fiscal Provisions ²			<u>Scott Hollander, Chief of Officer</u> Name and Title
By:	<u>[Signature]</u> Auditor/Controller	Date:	<u>7/6/16</u>
Date:	<u>7-15-16</u>		
Approved as to Liability Provisions ³			
By:	_____ Risk Management		
Date:	_____		

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

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A
To
Service Agreement
Between
Monterey County, 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 **Employment Services** to all clients referred from the probation department and identified as AB109 funded participants. AB109 funded participants include PRCS, Mandatory Supervision and Intensive supervision probationers. Fifty (50) men and women will be placed into unsubsidized employment. It is anticipated that at least 70% of the 50 will require subsidized training prior to job placement and all participants will receive supportive services per assessed needs. TP will set-aside \$85,000.00 for client job training and supportive services. One full-time Employment Specialist and one part-time Case Manager will be assigned to the program. These staff will work under the direct supervision of the Adult Employment Services Program Director, who has extensive experience in managing Adult Employment Programs for the adult offender population. The contract will be monitored by the Deputy Regional Director.

The Employment Program will be designed to meet the special training and employment needs of the offender population. The length of the program will vary based on participant needs. All services will be provided for a maximum of 12 months with an additional 12 month follow-up period. Services will be customer focused and customized to meet the precise needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and a primary outcome of the program. TP will leverage the resources of their offender programs, established community partnerships, and a strong employer data base to support client success.

Management Plan and Staffing

<u>Classification/Title</u>	<u>Full-Time Equivalent (FTE)</u>
Deputy Regional Director	Part-Time
Program Director	Full-Time
Employment Specialist	Full-Time

Case Manager	Part-Time
--------------	-----------

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

Pre-employment skills training will be delivered using curriculum and strategies developed through 39 years of operating Inmate Supervision, Reentry Services and CETA, JTPA and WIA Offender Employment Programs. All services will be delivered with the philosophy of personal responsibility at its core. In support of job retention, the program will emphasize skill-building techniques aimed at providing clients with the ability to change behaviors and cope with high-risk situations, thus breaking the cycle of incarceration.

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 your staff. It is expected that staff will fully participate and utilize these trainings and techniques to enhance delivery of services. These efforts will also provide support for identifying measureable service objectives used in Probations program evaluation of your service delivery.

DATA COLLECTION

Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through Efforts to Outcomes (ETO), all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately entering data on a daily to weekly basis, and notifying Probation Site Administrators of identified issues relating to access, data entry or training needs.

PROGRAM REFERRALS

Program referrals will be made by Monterey County Probation Officers using the Universal referral form. Through Efforts to Outcomes (ETO) software, referrals will be submitted electronically. At the onset of referral, communication between TP staff and Probation Officers will commence and remain a vital element throughout client participation in program services.

ORIENTATION

Orientations to program services will be conducted on Tuesdays and Thursdays but may be conducted more often if the amount of referrals requires such. Orientations will provide clients with information on TP AB109 Employment Services as well as partnership job programs and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may require resolution prior to employment. If it is determined that with TP assistance the client is ready to seek employment, enrollment will be conducted immediately and a case file started. Clients in need of remediation prior to employment will be referred to suitable community services with the goal of enrollment following resolution. The referral Probation Officer will be notified of the initial assessment status.

ENROLLMENT

Enrollment will initiate client employment services. The service schedule will be negotiated with the client encouraging daily participation but taking into account other client personal, family and reentry obligations. All enrolled clients will be entered into the Monterey County Probation statistical system and tracked for the delivery of services and outcomes.

CORE A SERVICES

Clients that have work history, skills and minimal barriers to employment, but require job search resources, will benefit from this service. Services are self-directed, utilizing the TP employment resource center. These services will include Labor Market Information, job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology, and referrals to community services.

CORE B SERVICES

Clients requiring employment support will be referred to Core B staff assisted activities. These activities will involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

INTENSIVE SERVICES

Case Management

Case Management will begin at the onset of Intensive Services. The Case Manager will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer-based technologies, and job and career counseling during program participation and after job placement. The Case Manager will be specifically trained and assigned to manage individuals throughout their service, and will lead the staff in a client-oriented, team approach for the most inclusive and supportive mentoring of individuals with multiple barriers to employment.

The Case Manager will ensure that the full array of TP employment services is available to clients as part of their Case Management plan. TP's wide range of community linkages will be utilized to

support client objectives. Counseling, intervention activities and collaboration with partner agencies will be part of the matrix of services to ensure employment success.

The Case Manager will meet with his/her client no less than weekly at the onset of Intensive Services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This vital training will continue to reinforce with clients "how to get a job", "how to keep a job" and "how to advance on the job." Experience has shown that such instruction is best delivered not only while the client is in training, but throughout all program services, when the concepts are more meaningful in real work environments.

Bi-weekly case staffing meetings will be conducted to review each client case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Case management will be an integral part of job retention, vital to a trusting and responsible relationship with the client that enables staff to provide optimum support throughout the reintegration process.

Objective Assessment

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

Pre-assessments from Probation Officers will be factored into the Objective Assessment (clients will have signed a Release of Confidential Information Statement before this information is acquired). These will supply vital background information and conviction records relevant to employability potential (but not always readily provided by offenders).

Because most clients will have minimal documented work history and multiple employment barriers, the majority of them will enter into a more in-depth assessment with the Employment Specialist (for extended evaluation of aptitudes and interests, work habits and skills). Continued assessment will be conducted both individually and in a group setting. Employer partnerships will assist staff in evaluating the viability of the client's employment goals.

Individual Employment Plan (IEP)

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

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

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

Employability Workshops

Classroom instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include The Change Companies interactive journaling "Employment Skills" and the following curriculum:

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

TRAINING

Individual Short-Term Vocational Training

With the approval of the Monterey County Probation Adult Division Director, short-term vocational training opportunities may be provided for clients that assessment reflects the need for. TP will identify the educational entity most suitable for the training, develop the training outline, provide oversight of the training contract, and conduct job placement following. OJT funds will be used for training.

On-the-Job Training (OJT)

On-the-Job Training will be used for clients with little or no work history/skills or those that have been out of the job market for a long period of time. Cognitive restructuring and soft skills training will be an integral part of this and all service delivery components to prepare an institutionalized population for the culture of the world of work. To support job placement and retention, TP will leverage partnership agency services and the comprehensive training at their Residential Reentry Center for additional on-site instruction in areas such as, drug and alcohol education, victim awareness, life skills, stress management, money management, community resources, domestic violence and family reunification.

Participant Referral to Job Site

Once a suitable On-the-Job Training site is identified, the Employment Specialist will schedule an interview between the employer and the client. The client will be coached with a review of their

workshop training, and well-researched information on the prospective training site; they will also be assisted with interview clothes, transportation, etc. as needed.

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

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

Development of On-The-Job Training Agreements

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

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

Employer Training and support will be a key element to job retention and an integral part of job development and placement. Job development is individual and customized to the employer needs, worksite culture and the characteristics of the client. Employers will be educated to the benefits of hiring adults from the AB109 Employment Services Program, such as: employer reimbursement for training; job ready employees, money saved on employee recruitment, customized training, reduced screening and interviewing time, chance to tailor future workforce, diverse employees, contribution to positive outcomes for at-risk adults, program support and follow up services, job retention support, tax incentives (Work Opportunity Tax Credit and Hiring workers with disabilities).

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

Performance Evaluations

Client Performance Evaluation forms will be provided to the employer at the start of training. Employers will be trained in the use of evaluations in support of skill and work habit development and

job retention. The evaluation will allow the employer to rate the trainee, and covers work maturity and habits such as punctuality; attendance; attitude; appearance; interpersonal relations; and task completion. These will start most of the clients' documented credibility in the world of work. Many will be used in interviews, as prior clients seek career advancement, to evidence that they have truly changed behaviors.

Worksite Visits

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

SUPPORT SERVICES

TP will provide information and referral for participants needing Support Services, starting with orientation to the program. Support Services will include but not be limited to, work tools and safety equipment, food, clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with their objective of self-sufficiency in mind. Clients enrolled into Intensive Services who are in need of Supportive Services and unable to meet these needs through their own resources, or those of other service providers, will be provided Support Services necessary for employment.

COUNSELING

Counseling will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. IEP counseling will be provided bi-weekly as soon as the plan is developed and will continue until the completion of each objective.

Comprehensive Career Counseling will be provided for client's in intensive services and continue during follow-up. Career counseling will be provided by TP staff, with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology-based data. TP will utilize specific tools to aid in career counseling, which include the PAR Self-Directed Search (a guide to educational and vocational planning), the TABE (Tests of Adult Basic Education), Occupational Exploration Guide (a guide to career, learning and lifestyle options); a values and communications assessment; a variety of on-line assessment tools such as the O*NET and VOS.

Workplace culture, ethics and attitude counseling will be integrated into all of TP services. High standards of work habits will be modeled by all staff members. This will be a significant influence, as most of our clients' vision of a place of work is based on institutional and "on the streets" work experiences.

It is anticipated that many program clients will require professional counseling for serious issues such as mental health, cognitive problems, domestic violence, drug and alcohol dependency, reintegration and violent crime backgrounds. Turning Point will utilize linkages and collaborations with local services for individual counseling with the approval of the client's Probation Officer.

PLACEMENT IN UNSUBSIDIZED EMPLOYMENT FOLLOWING TRAINING

Permanent, unsubsidized employment for clients will be the goal of all program components. To this end, TP will foster client success in all program activities. TP plans a placement rate following training of 75% or higher. TP has a well-developed job expansion system and all staff is committed to job development and retention. The Employment Specialist will research and develop work opportunities for clients that provide skill development and a work environment that supports their career and personal goals.

Specific steps Turning Point will take to support placement are as follows:

- Develop each OJT with complete honesty, providing need-to-know criminal history (with the client's approval) and related information to the employer. This will establish a foundation of trust in the working relationship.
- Provide immediate and ongoing education and support to the employer regarding the special issues of the offender and addict population.
- Seek out work environments supportive of the offender's recovery and special conditions of probation.
- Develop OJT's specifically for each client with a focus on making a good job match in support of job success.
- Maintain a large data base of employers amenable to hiring the offender population and to provide testimony to other employers of the benefits of working with the TP AB109 Employment Services Program.

JOB RETENTION:

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

TP will monitor each client closely throughout program services and for a minimum of twelve months after job placement. Clients will be encouraged to return to pre-employment services for additional support. As appropriate, TP will work with the client's family to alleviate challenges that may impede on-the-job success. All contacts will be documented in the clients file and reviewed regularly at full case conference to assess for maximum support.

Successful program graduates and the employer community will be encouraged to participate in mentorship activities. To support long-term employment, focus will remain on OJT opportunities in

supportive environments with high potential for job satisfaction, skills development, wage increase and industry growth.

FOLLOW-UP SERVICES

Follow-up Services will start after exit and will be conducted at a minimum of; 1st quarter; 2nd quarter; 3rd quarter and 4th quarter but more often as individual needs indicate. TP will follow up through: phone contacts; work site visits; mail correspondence; employer and support system contacts; retention strategies. Pay stubs may be collected for review of EDD wage-based reports.

The Agency will continue to be available to all clients following placement into unsubsidized employment. Placed clients will be encouraged to maintain regular office contacts, and form support groups. Training graduates and their employers will be invited to follow-up recognition and awards celebrations. Community links already in place will continue. Should reemployment become necessary, TP will offer a full array of employment services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The County shall pay an amount not to exceed (**\$321,683**) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 Budget

<u>Budget Line Item</u>	<u>Budget Amount*</u>
Salary	\$119,605
Employee Benefits	\$44,265
Indirect Costs	\$48,266
Operating Costs	\$24,547
Client job training** and Employment Supportive Service	\$85,000
TOTAL	\$321,683

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.

**Client job training is based on an average wage of \$11.00 per hour (at a 50% employer reimbursement rate) for 12 weeks.

The remaining funds are compensation for wages/benefits, operating, and administrative expenses.

B.3 Contractors Billing Procedures

Contractor shall invoice County monthly. Contractor shall submit a monthly claim for payment, with back-up documentation, 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, 2017.

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, 2017, 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).)



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13275

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

- a. Approved and authorized the Chief Probation Officer to sign a Standard Agreement with Turning Point of Central California, Incorporated to provide employment training and job placement services in an amount not to exceed \$321,683 for adult offenders under AB 109 Public Safety Realignment plan for the period July 1, 2016 to June 30, 2017; and
- b. Authorized the Chief Probation Officer to sign up to three (3) future amendments to each Agreement where the amendments do not exceed ten percent (\$32,168) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 23rd day of August 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

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 79 for the meeting on August 23, 2016.

Dated: September 1, 2016
File ID: A 16-252

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

By  Deputy