

**AMENDMENT #2 TO AGREEMENT NO. A-13274
BY AND BETWEEN
COUNTY OF MONTEREY &
RANCHO CIELO, INCORPORATED**

THIS AMENDMENT is made to the Standard Agreement for the provision of Rancho Cielo Youth Corps program, a job readiness and placement program for clients referred from the probation department and identified as participants aged 18 – 25 years old funded by the AB109 Public Safety Realignment Plan by and between **RANCHO CIELO, 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 August 23, 2016 by board action for the term July 1, 2016 through June 30, 2017, for an amount not to exceed \$217,463; and

WHEREAS, Agreement was amended by the Parties on May 24, 2017 (hereinafter, “Amendment No. 1”) to extend the term for one (1) additional year through June 30, 2018 and to increase the Agreement’s amount by \$217,463 which resulted in a total not to exceed amount of \$434,926; and

WHEREAS, CONTRACTOR has fully performed the services required by the Agreement and effective July 1, 2018, the scope of work needs to be updated; and

WHEREAS, the County and CONTRACTOR wish to further amend the Agreement by \$169,825 for a total not to exceed amount of \$604,751, update the scope of work effective July 1, 2018, and extend the term for one (1) additional year to June 30, 2019 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. The first sentence of Section 3.01 of Paragraph 3, “Term of Agreement”, shall be amended to read as follows:

The term of this Agreement is from July 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. The second sentence of Section 2.01 of Paragraph 2, “Payment Provisions” shall be amended to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$604,751.

3. Effective July 1, 2018, in Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions" delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
4. Effective July 1, 2018, in all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1, Scope of Services/Payment Provisions.
5. References to fiscal year (FY) 2017-2018 are updated to include FY 2018-19 for the funding period July 1, 2018 through June 30, 2019. AB 109 funding in the amount of \$169,825 for FY 2018-19 is intended to be used by June 30, 2019.
6. 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.
7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No.2.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

Marcia Parsons, Chief Probation Officer
County of Monterey

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: Susie Brusa
Signature of Chair, President, or
Vice-President

Susie Brusa CEO
Printed Name and Title

Dated: 4.23.18

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Michael Zimmerman, Treas
Printed Name and Title

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-1

**To
Service Agreement
by and between
County of Monterey hereinafter referred to as "COUNTY"
AND
Rancho Cielo, Incorporated, hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

In support of the Public Safety Act of 2011 (AB109), Rancho Cielo will provide a job readiness and placement program to all clients referred from the Probation Department and identified as AB109 funded participants aged 18 – 25 years old. AB109 funded participants include Post Release Community Supervision, Mandatory Supervision and Intensive Supervision probationers.

Rancho Cielo Youth Corps program is a six-month job training and paid employment program located at the Rancho Cielo Youth Campus. The program involves training for soft skills, appearance, professional behavior, resume writing, and interviewing, as well as counseling and participation in a cognitive behavioral group as needed with full time, on-campus Behavioral Health counselors. The on-site charter school provides diploma credit recovery, awarding diplomas to youth up to the age of 25.

The program is a sequence of three phases following intake interview performed by Rancho Cielo Program Coordinator/Case Manager;

- If during the intake interview, the client expresses preference in first obtaining a high school diploma, he/she will be placed in the classroom. While in the classroom, client will have the opportunity to complete the necessary credits to earn a high school diploma while receiving job training in solar panel installation. This training is unpaid. Client will also have the opportunity to work on resume and mock interview sessions and will also receive job placement help upon completion of high school diploma. Further job training can be received by moving into Rancho Cielo's Youth Corps program (explained below).
- If during the intake interview, client expresses interest in job training then the following three (3) phases commence:

Phase I – Volunteer: Week 1

Orientation phase consists of 40 hours of unpaid program participation that is to be completed over the course of one week.

Phase II - Crew Membership: Week 2-19

Participant becomes an employee of Rancho Cielo and joins as a Youth Corps Crew Member. As part of the team, participants will receive supportive services, which include safety equipment, a work T-shirt, work boots, up to 6 months of employment readiness based training, opportunity to obtain a high school diploma or G.E.D, access to pre-employment, job searching and job retention services, workshops and ongoing support.

Phase III – Transition: Week 20-24

Referral to job placement, intense job search, exit interview and on-going case management.

Management Plan and Staffing

<u>Classification/Title</u>	<u>Full-Time Equivalent (FTE)</u>
Case Manager	.25
Crew Supervisor	.50

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.

CONTRACTOR agrees to:

1. Maintain a referral criterion that incorporates program eligibility and suitability requirements.
2. Protect the confidentiality and maintain the security of confidential information. Comply with the federal Health Insurance Portability and Accountability Act regarding individual's medical and health information.
3. Require the participant to be in full compliance with program rules. If a participants' behavior indicates otherwise, CONTRACTOR shall notify the Probation officer within two business days and expenditure of incentive based funds shall be placed on hold until further authorization is provided by the Probation Department.

4. Act as the fiscal agent in charge of issuing checks to participants for payment for employment for eligible individuals.
5. Collaborate as necessary with other agencies involved in working with this population of individuals.
6. Maintain records and documentation of the services provided to individuals referred and the outcomes associated with the services they received.
7. Submit monthly information and data to the Probation Department for program analysis, outcome and evaluation.
8. Upon implementation of Efforts to Outcomes (ETO) Software, submit referrals electronically.
9. Record all case management activities.
10. Provide full access to the manner and specifics of the expenditures of all allocated funds from County.
11. Attend collaborative meetings, when necessary, to coordinate the overall implementation of the AB 109 funding.
12. Attend team meetings when necessary.
13. Communicate regularly with Probation regarding case management and financial assistance provided.
14. Upon mutual agreement, provide other services as needs are identified.

PROBATION agrees to:

1. In FY 2018-19 provide allocated funds from AB 109 on a monthly basis upon presentation, and verification of receipts, time cards, or other proofs of expenditure for a total of **\$169,825**.
2. Identify a Probation staff member(s) to be the primary contact to CONTRACTOR.
3. Provide CONTRACTOR with a list of information needed for adequate record keeping and data gathering, which should include: number of individuals referred, number of referrals that did not follow through or declined participation, number of referrals accepted into the program, number of participants that completed each program phase, number of individuals who completed an Individual Development Plan, number of active participants each month, number of participants who are open/active or closed each month, and include a signed Release of Information from all individuals who are referred.
4. Implement terms and conditions of supervision that support participation and provide accountability.
5. 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 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 measurable service objectives used in Probations 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; outcome of service delivery and related participant expenditures. Aggregate data shall also be collected to reflect total numbers of those referred each month; assessed, case managed, and closed. Data shall be provided monthly, or as requested by County. Upon implementation of ETO (Efforts to Outcomes), 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.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The County shall pay an amount not to exceed (\$169,825) 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>
Program Participant Salaries	\$92,237
Contractor Employee Salaries	\$47,520
Supportive Services as described in A.1	\$9,629
Administrative & Operating Costs (10%)	\$15,439
TOTAL	\$169,825

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.

If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

B.2 CONTRACTORS BILLING PROCEDURES

Contractor shall invoice County monthly, in arrears, and based upon hours or expenses actually incurred. 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 grant terms and conditions and may cause reimbursement to be delayed or denied. Expenses may only be incurred prior to June 30, 2019.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors