

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, through the Probation Department,
hereinafter referred to as “County”
and
Turning Point of Central California, Inc.,
hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

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

CONTRACTOR shall provide AB109 **Employment Services** to all clients referred by the Probation Department and identified as AB109 funded participants. AB109 funded participants include Post Release Community Supervision (PRCS), Mandatory Supervision, and Intensive Supervision probationers. CONTRACTOR’S services include an employment program consisting of employment training, job placement, support services, and career counseling, as described below.

A.1.1 Program Overview

The employment program will be designed to meet the special training and employment needs of the adult offender population. The length of the program will vary based on participant needs. 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. All contacts through each phase and status shall be clearly documented in Probation’s Case Management Supervision System.

Fifty (50) men and women will be placed into unsubsidized employment. It is anticipated that at least fourteen (14) of the fifty (50) will require subsidized training prior to job placement and all participants will require supportive services per assessed needs. CONTRACTOR will set-aside \$38,436 for client job training and supportive services.

CONTRACTOR will assign one (1.0 FTE) full-time Employment Specialist and one (0.25FTE) part-time Casework Supervisor to the program. These staff will work under the direct supervision of the Adult Employment Services Program Director (.50 FTE), who has extensive experience in managing Adult

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Employment Programs of the adult offender population. Additionally, CONTRACTOR will leverage the resources of their offender programs, established community partnerships, and a strong employer database to support client success.

A.1.2 Program Referrals

Program referrals will be submitted electronically by Monterey County Deputy Probation Officers (DPOs). Referrals shall be reviewed and accepted within two (2) business days and processed with collaborative communication between CONTRACTOR'S program staff and DPOs. Enrollment begins once a referral has been "accepted". If the participant fails to respond or engage in service delivery, they may be "dismissed" after communicating with the referring DPO. All service delivery efforts and communications shall be recorded in County's Case Management Supervision System.

A.1.3 Client Orientation

Orientations to program services will be conducted individually upon the first contact with the client provided a referral has been received. Orientations will provide clients with information on CONTRACTOR'S AB109 Employment Services as well as partnership job programs and community resources. Clients will be advised of documents necessary for eligibility and initial assessment. All service delivery efforts and communications shall be recorded in County's Case Management Supervision System.

A.1.4 Program Eligibility and Initial Assessment

Eligibility and Initial Assessment appointments will be available within one (1) business day 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 CONTRACTOR'S assistance 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. All interactions with clients shall be recorded in County's Case Management Supervision System.

A.1.5 Employment Services

- (i) Case Management. Case Management will begin at the onset of services. The Casework Supervisor will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer-based

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technologies, and job and career counseling during program participation, and after job placement.

The Casework Supervisor will ensure that the full array of CONTRACTOR employment services is available to clients as part of their Case Management plan. CONTRACTOR'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 Casework Supervisor will meet with his/her client no less than weekly at the onset of services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented in County's Case Management Supervision System, and 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."

- (ii) Assessment. The Casework Supervisor will provide a comprehensive 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, considering 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 toward work, motivation, behavior patterns affecting employment potential, financial resources, and need for supportive services. Recognizing the influences and experience of most offenders, the Casework Supervisor will also closely observe clients' social and interpersonal skills as indicators of how well they can communicate and work with others. Background information and conviction records relevant to employability will be factored into the assessment.
- (iii) Individual Employment Plan (IEP). The Casework Supervisor 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.

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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 and shall be recorded in County's Case Management System.

The IEP will be reviewed by the Casework Supervisor 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 Casework Supervisor in the IEP.

- (iv) Employability. Instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include components of the following:

Life Skills: soft skill development; self-sufficiency; goal setting; financial planning; transportation; housing.

Pre-employment Skills: gathering information; identification of skills; 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.

- (v) On-the-Job Training (OJT). OJT 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. This training component will best serve clients that need training to be employable; however, require income to meet their basic needs. OJT's will provide valuable job-related skills in a real work environment. Additionally, training while employed provides supplementary soft skill development under the supervision of an employer. Bi-weekly client evaluations will track job related and soft skills development and provide the opportunity to adjust the training if needed. All OJT efforts and communications shall be recorded in County's Case Management Supervision System.

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- (vi) 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 training, and well-researched information on the prospective training site; they will also be assisted with interview clothes, transportation, etc. as needed. Before the interview, 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 outcome, whether positive or negative will be conveyed to the referring DPO and shall be recorded in County’s Case Management System.

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. CONTRACTOR will not broker OJT 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.

- (vii) 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, non-profit, and private employers. CONTRACTOR’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.

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Employment/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, contribution to positive outcomes for at-risk adults, follow up services, and job retention support.

CONTRACTOR 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.

- (viii) 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. Copies of the Client's Performance Evaluation forms will be forwarded to the referring DPO and recorded in County's Case Management Supervision System.
- (ix) Worksite Visits. Worksite visits will be conducted bi-weekly by the Employment Specialist (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 client's file. OJT Training Outlines will be reviewed at the worksite visits also and used as a monitoring tool to ensure employer compliance with the Employment Agreement and assess skill development. As with the evaluations, should there be any areas of concern, corrective arrangements will be developed and

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carried out. Worksite visits shall be entered into the County's Case Management Supervision System.

A.1.6 Support Services

CONTRACTOR will provide Support Services to clients who are unable to meet their needs through their own resources, or partnership agencies. 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.

A.1.7 Career Counseling

Comprehensive Career Counseling will be provided by CONTRACTOR'S staff, with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology-based data such as Occupational Exploration Guide (a guide to career, learning and lifestyle options the O*NET (Career Exploration).

A.1.8 Placement in Unsubsidized Employment Following Training

Permanent, unsubsidized employment for clients will be the goal of all program components. CONTRACTOR anticipates a placement rate following training of 75% or higher. The Employment Specialist will develop work opportunities for clients that provide skill development in a work environment that supports their career and personal goals. CONTRACTOR will develop OJTs with transparency, providing education and support regarding the special issues of the offender and addict population. OJT's will be developed specifically for each client with a focus on making a good job match. CONTRACTOR maintains a large employer data base of employers amenable to hiring the offender population.

A.1.9 Job Retention

CONTRACTOR 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, CONTRACTOR will facilitate the development of client support networks with the agencies' partnerships and linkages. Staff will educate each employer on the client risk

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factors (such as substance abuse, institutionalized behavior, etc.) to afford prompt intervention with counseling and related services.

Clients will be encouraged to return to pre-employment services for additional support as appropriate. CONTRACTOR 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. 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.

A.1.10 Follow-Up Services

Follow-up services will be conducted at least twice during the 1st quarter after job placement. CONTRACTOR will follow up through phone contacts, work site visits, mail correspondence, employer and support system contacts and retention strategies. Should reemployment become necessary, a new referral will be obtained. All follow-up communications shall be recorded in County's Case Management Supervision System.

A.2 DATA COLLECTION

Individual participant data will be collected for each participant from referral to discharge. Service delivery data collection shall reflect dates of services received, outcome of service delivery, client satisfaction survey for those that complete, and related participant expenditures. All data will be entered into the County's Case Management Supervision System.. Users are responsible for maintaining appropriate use and confidentiality of user license and information accessed; and accurately entering data on a daily basis. Notification of new users or employees who are separating from employment or changing roles must be submitted in writing to the Probation Services Manager.

A.3 EVIDENCE-BASED PRACTICES AND PROGRAMS

One of the legislative intents of AB109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. It is expected that staff will fully utilize evidence-based practices 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 their service delivery.

A.4 MANAGEMENT PLAN AND STAFFING

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<u>Classification/Title</u>	<u>Full-Time Equivalent (FTE)</u>
Employment Specialist	1.0 FTE
Program Director	.50 FTE
Casework Supervisor	0.25 FTE

CONTRACTOR shall notify the Adult Division Director, Probation Services Manager, and the Assistant Chief or Chief Probation Officer of any change in staffing within two working days of the modification. Notification must be provided in writing.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an annual amount not to exceed **\$251,127.10** for Fiscal Year (FY) 2025-2026 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Total compensation to CONTRACTOR not to exceed \$251,127.10.

CONTRACTOR'S compensation for services rendered shall be based on the following budget, rates, and in accordance with the following terms:

<u>Budget Line Item</u>	<u>Annual Budget Amount</u>
Salary and Benefits	\$152,105.70
Operating Costs	\$27,829.69
Client Job Training* and Employment Support Services	\$38,436
SUBTOTAL	\$218,371.39
Indirect Costs (not to exceed a maximum of 15% of monthly invoices for direct costs)	\$32,755.71
TOTAL	\$251,127.10

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

- * Client job training is based on an average wage of \$16.50 per hour (at a 50% employer reimbursement rate) for eight (8) weeks.

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NOTE: CONTRACTOR will charge eligible expenses as allocated by budget line item. Providing that the total Agreement amount remain unchanged, CONTRACTOR may request to reallocate funds between the different budget line items, with the exception of the line items for “Client Job Training and Employment Support Services” and “Operating Costs,” which are specifically excluded from reallocation. CONTRACTOR must submit a written request/justification and receive written approval by the Office of the Chief (or designee).

B.2 DIRECT AND INDIRECT COSTS

Direct costs are costs that provide measurable, direct benefits to particular programs. For CONTRACTOR, these are costs that relate directly to programs and also support costs that relate to the peripheral services necessary to maintain the programs. CONTRACTOR direct costs are salaries and benefits of staff working directly with Probation clients (“service delivery staff”), program management staff salary and benefits for allocated time spent directly supervising service delivery staff and providing program oversight; client job training and employment support services payment costs for supportive items for clients such as bus passes, interview clothing, personal hygiene items for clients, client wage subsidies; and operating costs consisting of office supplies for the program, rent, utilities and telephones for office space occupied by staff working directly with Probation clients.

Indirect costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data processing.

An indirect cost rate is the percentage of an organization’s indirect costs to its direct costs and is a standardized method of charging individual programs for their share of indirect costs.

The indirect cost rate can be used to budget the maximum amount of indirect costs allowable for a program and then to claim the actual amount of indirect costs after the program expenditures have been made. When recovering/charging indirect costs, the indirect cost rate is applied to the amount actually expended for direct costs, not the total amount budgeted.

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Example of charging indirect costs: Assume a CONTRACTOR'S approved indirect cost rate is ten percent (10%). During the year, the CONTRACTOR'S actual direct cost expenditures totaled \$8,000. The maximum amount that can be charged to the grant/contract for indirect costs is \$800, which is \$8,000 times 10%.

B.3 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall invoice County monthly. 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, 2026.