Legistar File ID No. A 20-327 Agenda Item No. 24



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066 www.co.monterey.ca.us

A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14944

a. Approve and authorize the Contracts/Purchasing Officer or Contracts/ Purchasing Supervisor to sign a three-year agreement with GEO Reentry Services, LLC, a wholly owned subsidiary of The GEO Group, Inc., not to exceed \$1,004,663 annually, for a total of \$3,013,989, to provide services to adult offenders participating in the Day Reporting Center for the period September 1, 2020 through August 31, 2023; and

b. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute up to two (2) additional one-year extensions which do not significantly alter the scope of work and do not exceed 5% of the initial annual cost (\$150,700) for each additional one-year period.

PASSED AND ADOPTED on this 25th day of August 2020, by roll call vote:

AYES:Supervisors Alejo, Phillips, Lopez, Parker and AdamsNOES:NoneABSENT: None(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting August 25, 2020.

Dated: August 25, 2020 File ID: A 20-327 Agenda Item No.: 24

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California Q. Pablo, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: GEO Reentry Services, LLC

(hereinafter "CONTRACTOR").

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

1.0 **GENERAL DESCRIPTION:**

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:

services to adult offenders under Probation and Parole supervision in a Day Reporting Center (DRC) model, pursuant to RFP#10760

2.0 **PAYMENT PROVISIONS:**

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:\$ 3,013,989.00

3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement is from <u>September 1, 2020</u> to August 31, 2023 , 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 <u>SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:</u>

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 Other:

5.0 <u>PERFORMANCE STANDARDS:</u>

- 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 <u>TERMINATION:</u>

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:**

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 <u>not</u> 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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 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 \$500,000 per occurrence.



Agreement Over \$100,000 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

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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 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 always 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 **<u>RECORDS AND CONFIDENTIALITY:</u>**

- 10.1 <u>Confidentiality:</u> 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.
- 10.2 <u>County Records:</u> 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.
- 10.3 <u>Maintenance of Records:</u> 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.
- 10.4 <u>Access to and Audit of Records:</u> 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.
- 10.5 **<u>Royalties and Inventions:</u>** 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:

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:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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:

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:

Todd Keating Chief Probation Officer

Name and Title Monterey County Probation Department 20 E. Alisal Street, Salins, CA 93901

Address

(831)755-3913

Phone:

FOR CONTRACTOR:

Derrick D. Schofield, Ph.D Vice President, Reentry Services & Continuum of Care

Name and Title

GEO Reentry Services, LLC 4955 Technology Way, Boca Raton, FL 33431

Address

(561) 999-8151

Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest:</u> 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 <u>Amendment:</u> 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 <u>Contractor</u>: 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 <u>Assignment and Subcontracting:</u> 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 <u>Successors and Assigns:</u> 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 <u>Compliance with Applicable Law:</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **<u>Headings</u>**: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence</u>: Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 <u>Governing Law:</u> This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **<u>Non-exclusive Agreement</u>**: 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 <u>Construction of Agreement:</u> 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 <u>Counterparts</u>: 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 <u>Authority:</u> 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.

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		GEO Reentry Services, LLC
Date:	Contract ³⁸⁰⁴²²⁶⁵⁶⁴⁹⁴²⁹ 9/1/2020 A3:21 PM PDT		Contractor's Business Name*
By:			
Date:	Department Head (if applicable)	By:	Dys4B5B (Signature of Chair, President, or Vice-President) * Vice President, Reentry Services
By: Date:	Board of Supervisors (if applicable)	Date:	8/7/2020 5:25 PM PDT
Approved	as to Form ¹		
By:	<u>AR</u>		DocuSigned by:
Date:	07025F3AA36B4ACounty Counsel 8/10/2020 8:12 AM PDT	By:	Louis Cassillo AF23 (Signature of Secretary, Asst. Secretary,
Approved	as to Fiscal Provisions ²		Vice CFO, Treasurer or Asst. Treasure) * President &
By:	Gary Giboney		Assistant Name and Title Secretary
Date:	D3834BFEC1D8A94ditor/Controller 8/18/2020 9:54 AM PDT	Date:	8/8/2020 9:32 AM PDT
Approved	as to Liability Provisions ³		
By:			
Date:	59C5322897584Risk Management 8/18/2020 9:48 AM PDT		
County I	Board of Supervisors' Agreement Number:	-14944	, approved on (date):

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said 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 - Scope of Services / Payment Provisions to Service Agreement by and between County of Monterey hereinafter referred to as "COUNTY" AND GEO Reentry Services, LLC, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 DAY REPORTING CENTER

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), GEO Reentry will manage a Day Reporting Center (DRC) and provide continuum of intense supervision, monitoring, treatment and educational services for offenders under Probation and Parole supervision with the objectives of reducing recidivism and increasing public safety. The DRC must meet local, state and federal guidelines and laws, as applicable.

The DRC provides alternative options for the Probation Department and California Department of Corrections and Rehabilitation (CDCR) to divert individuals from formal violation proceedings and incarceration and provide rehabilitative services described therein. Individuals will be referred by the Probation Department and by the local Parole office.

A.2 MINIMUM REQUIREMENTS

The following are the minimum requirements for the Day Reporting Center:

Evidence-Based Practices and Programs

One of the legislative intents of AB 109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. Correctly assessing the needs of this offender population and then providing appropriate services are primary to addressing public safety and recidivism concerns in Monterey County. DRC staff will be trained in and fully utilize evidence-based practices to enhance delivery of services and offer evidence-based programs to clients.

Program Placement

Referrals for the DRC will be made by: a) Probation staff, and b) by State Parole. This will be an intensive program to provide additional structure and assistance beyond standard supervision of the offender. Offenders shall be served in a way that reduces the likelihood that they will be incarcerated in the future.

CONTRACTOR shall not contract directly with CDCR for services at the Monterey County DRC. Referrals by Probation will be made using a Probation's Smart Probation Services Management System (SMS) and Parole through CDCR's chosen methodology.

Participants may not be referred to portions of the program but must be made to the entire program. CONTRACTOR will notify the appropriate Probation or Parole representative whether the participant has reported to the DRC as directed.

CONTRACTOR will screen participants referred to the program for acceptability and inform Probation or Parole staff of the decision for placement within three (3) business days of CONTRACTOR's receipt of referral. Any participant placement rejections shall be reported to the appropriate Parole and Probation Department representative for discussion and confirmation.

Program Structure, Length and Service Dosage

The DRC shall provide monitoring and treatment services seven (7) days a week, with office hours, and by offering groups on Saturdays and Sundays in addition to weekday morning and evening groups that can accommodate the work and school schedules of the clientele, as well as the schedules of the participants with childcare challenges.

In accordance with the principles of Evidence Based Practices (EBP), the program will provide the appropriate dosage, duration, and intensity of programming services, pro-social structure, and supervision according to assessed level of recidivism risk.

The overall length of the program can vary from approximately six months to one year, based on participant engagement and behavior. The approximate number of targeted days for each phase is as follows: Phase I: 25 -45 days; Phase II: 60-120 days; Phase III: 45-60 days, and Aftercare: three (3) to six (6) months or as determined by the CONTRACTOR and the COUNTY based on assessed need.

Phase I - Orientation, Assessment and Stabilization

Level: Intensive Supervision; Duration: Approximately 21 - 45 days

Participants begin in Phase 1 reporting in-person up to seven (7) days per week until they have fulfilled the requirements for advancing to Phase 2. Phase 1 participants will receive breath alcohol testing each time the client checks in at the Center. Phase 1 participants are also required to take a random drug test once per week. During Phase 1, the DRC will work with participants to provide cognitive behavioral interventions to motivate participants towards change. Phase 1 helps establish stability factors in participant's lives, to ensure they are ready to receive cognitive behavioral interventions. The DRC will assess each participant to ensure proper needs are met during the participant's time in Phase 1.

Phase II - Treatment

Level: Intermediate Supervision; Duration: 60-120 days

Participants report to the DRC up to five (5) days per week until they have fulfilled the requirements for advancing to Phase 3. In Phase 2, Participants are subject to random drug testing twice per month and must take a breath alcohol test whenever they enter the Center. The focus of Phase 2 will be to deliver Cognitive Behavioral Treatment to participants in order to target their criminogenic risk and need areas. Cognitive interventions are delivered in groups, labs, and one on one sessions. Additionally, the DRC will provide educational and employment assistance as needed. DRC staff reinforce participant behavior by rewarding prosocial behavior and progress in the program and promptly responding to non-compliance.

Phase III –Sustainability

Level: Regular Supervision; Duration: 45-60 days

Participants report to the DRC up to three (3) days per week until they have fulfilled the requirements for advancing to Aftercare. During Phase III. Participants must still take a breath alcohol test whenever they enter the Center and are subject to random drug testing once per month. At this stage of the program, Participants must maintain sobriety, employment or be enrolled in school full time, and have stable housing. The DRC will work with each participant to ensure treatment goals are completed. DRC staff reinforce participant behavior by rewarding prosocial behavior and progress in the program.

and promptly responding to non-compliance. Once participants complete Phase 3, they transfer to the Aftercare phase of DRC Programming.

Aftercare Phase; Duration: 3 to 6 months

Aftercare services address critical client needs that have been demonstrated to decrease criminogenic risk. In Aftercare, client reassessments are utilized to determine which risks exist. Critical Aftercare needs typically include:

- a) Prosocial family & community support
- b) Relapse prevention activities
- c) Prosocial cognitive decision-making
- d) Education & employment assistance
- e) Continued alcohol and drug testing

Participants must participate in Aftercare for Successful Discharge. Participants in Aftercare will meet with their Aftercare Case Manager once per month during this period. The Case Manager and participant will review their progress and any problems they may have encountered or currently are experiencing. When participants arrive at the center for appointments, they will continue to receive a breath alcohol test and random drug testing.

Populations to Be Served

The population to be served by the Day Reporting Center is comprised of adult offenders countywide under Monterey County supervision for Probation, Post-Release Community Supervision (PRCS) and Mandatory Supervision, and under State Parole supervision, who have been assessed at moderate/high-risk for recidivism. The Monterey County Probation Department will subcontract with CDCR to allow up to 30 parolees to attend the DRC at any given time, in addition to Probation's clients.

Capacity

The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for participants, to a maximum of one hundred (100) to be able to accommodate increases in population with the potential for growth in the future.

Hours of Operation

Minimum hours of operation will be Monday - Friday, 8:00 a.m. to 8:00 p.m., Saturdays and Sundays, 12 Noon to 5:00 p.m., and 8:00 a.m. to 12 noon on County holidays.

Location

CONTRACTOR's site for the DRC is located at 427 Pajaro Street, Salinas, CA 93901. CONTRACTOR is responsible for all bills associated with the property, i.e. electric, water, sewer, phone, internet access, etc. CONTRACTOR is also responsible for providing everything else needed to make the space operational, i.e., furniture, equipment, supplies, telephones, etc. CONTRACTOR must ensure that the DRC facility is secure by providing adequate staffing during hours of operation.

CONTRACTOR shall own or hold the lease on the DRC service site until the end of the contractual agreement. The service site shall meet all code requirements, including public health, fire marshal, and ADA compliance regulations. CONTRACTOR shall provide a copy of the executed lease on the approved facility within two weeks of County approval of Agreement.

CONTRACTOR shall communicate to COUNTY any change in location, which must be in close proximity to the Probation office and provide easy access to public transportation and availability of parking.

Client Transportation

CONTRACTOR shall provide bus passes or bus token assistance for each DRC participant who needs access to public transportation.

CONTRACTOR shall provide supervised shuttle service in the Monterey South County area to ensure participants have transportation to and from the facility. Shuttle service will operate Monday through Friday 7 AM to 2 PM. The shuttle will also be available for use for other community service engagements, job interviews, and other scheduled appointments within the Salinas area based on assessed need as determined by the CONTRACTOR and the COUNTY.

CONTRACTOR will provide the vehicle drivers and be responsible for vehicle fuel, maintenance, insurance, and all things related to the operation of this shuttle service.

A.3 GENERAL REQUIREMENTS

CONTRACTOR shall:

- Possess and maintain a working knowledge of the current best practices in the field of offender supervision and a comprehensive understanding of the issues related to recidivism.
- Maintain professional relationships with law enforcement and other Monterey County community-based offender rehabilitation organizations and programs.
- Outline staffing and qualifications for the program, with sufficient personnel who are qualified to
 provide the program components and maintain the minimum administrative, counseling, or
 teaching credentials and state certification requirements for providing any such applicable
 service components.
- Provide training to staff on cognitive curriculum techniques by certified cognitive behavioral trainers.
- Provide training to staff in Motivational Interviewing techniques by a qualified trainer.
- Provide a minimum of 10 hours annually of on-going training on cognitive behavioral curriculum.
- Allow Monterey County staff to participate in DRC staff training.
- Meet regularly with Probation and Parole staff to discuss cases in order to aid in each offender's success.
- Provide a program plan to include orientation, risk and need assessment, and individualized case plan.
- Develop a plan for implementation of sanctions and incentives for the program.

- Notify the Probation Department and State Parole daily of attendance.
- Conduct daily screening for the use of alcohol to ensure the offenders are sober while participating in the program.
- Create and update, as needed, a resource list in order to make referrals and facilitate access to appropriate services.
- Assist DRC participants who have transportation barriers in order to facilitate their program attendance and participation regularly.
- Provide services to offenders that are responsive to meet the needs of both male and female offenders as well as effectively meet the needs of those varying cultural and ethnic backgrounds, languages, and sexual orientations. This includes having the ability to address the needs of persons with limited English language skills.
- Assist with the special education and other learning needs of offenders, as needed.
- In the service of parolees, adhere to all CDCR rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, and as communicated by Probation and based on the COUNTY contract with CDCR for DRC services to parolees.

Immediate Notification

 DRC staff shall immediately notify Probation and Parole of any incident or problem that would jeopardize public safety or the offender's continuation in the DRC program. Notice shall be delivered via email to the assigned supervising probation officer or parole agent and his/her supervisor or any person apparently in charge of the office. Problems shall include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk.

A.4 PROGRAMMING REQUIREMENTS

The Day Reporting Center will be a multi-disciplinary program with services that target individual dynamic and criminogenic factors such as substance abuse, employment, education, anti-social peer associations, problem-solving, and self-control, while assisting participants' reentry into their respective communities and family systems.

Services will include:

- Orientation and Assessment
- Individualized Case Plan
- Daily Check-In at the DRC
- Breathalyzer Testing for alcohol use
- Urinalysis Testing for Drug Use
- Substance Abuse Education and Treatment
- Anger Management
- Cognitive and Life Skills Development
- Parenting and Family Reintegration

- Educational Services / GED Assistance
- Budgeting and Money Management
- Job Skills Training/ Placement
- Parenting Skills
- Referral to appropriate agencies as needed (i.e. SSI application, Driver's License or California Identification Card, General Assistance, etc.).
- Discharge Planning
- Aftercare

Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, and family and parenting counseling as applicable. Programming provided at the DRC must use evidence-based cognitive behavior interventions, address criminogenic needs, and be designed to reduce recidivism.

Assessment and Individualized Case Plan

CONTRACTOR shall utilize a validated risk and need assessment tool and generate an individualized case plan for each program participant based the assessment.

Daily Check-ins

CONTRACTOR shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by CONTRACTOR. Initial daily check-ins will be in person.

Random Drug Testing

Random drug testing shall include at a minimum both urine and breathalyzer testing. CONTRACTOR shall have in place a plan/procedure on how positive tests will be handled, including what type of sanctions/treatment plan modifications will be done to address positive tests in consultation with the assigned supervising Probation Officer or Parole Agent.

Substance Abuse Counseling/Programming

Programming provided must be evidence-based and designed to reduce recidivism. Alcohol and drug services such as education, prevention, and early intervention services shall be provided at the DRC. CONTRACTOR shall serve clients that may need alcohol and drug intervention (at all treatment levels, except residential).

CONTRACTOR will partner with the Behavioral Health Bureau of the Health Department to identify DRC participants eligible for substance abuse and mental health benefits (i.e. SSI, SSDI, etc.).

Anger Management

CONTRACTOR shall provide evidence-based programming to assist in reducing and redirecting stress and tension which result in aggressive behaviors.

Family/Parenting Counseling

CONTRACTOR shall provide evidence-based strategies for incorporating marriage/ family/ parenting counseling in addressing the participant's criminogenic needs.

Job Skills Training/Placement

CONTRACTOR shall provide job skills training/placement programming. CONTRACTOR shall employ a variety of resources in order to transition program participants into long• term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, resume writing; skill development, and job placement.

Educational Services/GED Assistance

CONTRACTOR shall provide educational/GED assistance services to increase the offenders' functional literacy and education. There shall be an onsite computer lab that will be utilized as a resource center for clients and as a classroom for courses.

Cognitive and Life Skills Development

CONTRACTOR shall provide curriculum designed to encourage offenders to adopt a positive, lawabiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

Parenting Skills

CONTRACTOR shall provide parents with easy to learn techniques and logical strategies for successful parenting.

Relapse Prevention

CONTRACTOR shall provide relapse prevention programming designed to maintain a law-abiding lifestyle, including Aftercare.

Referral Services

DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.

Program Components and Enhancements

Attachment A-1 details CONTRACTOR's commitment to:

- Monterey County DRC Program Components (Table A) and
- Monterey County DRC Enhancements and Corresponding Benefits (Table B)

A.5 MANAGEMENT PLAN AND STAFFING

Primary Staff Classification/Title	Full-Time Equivalent (FTE)
Area Manager	0.20
Program Manager	1.0
Behavior Change Manager	2.0
Supervising Case Manager	1.0
Substance Abuse Counselor	1.0

Primary Staff Classification/Title	Full-Time Equivalent (FTE)
Education/ Employment Coordinator	1.0
Client Services Specialist/ Driver	3.0
TOTAL	9.20

In addition to the Primary staff, Alternate staff will include: 1.0 FTE Program Supervisor and 4.0 Behavior Change Managers.

Licenses required

Any person serving in the Classification/Title of Substance Abuse Counselor must, at a minimum, be a Registered Addiction Specialist and have current Certification in accord with State of California Code of Regulations (CCR) Title 9, Division 4, Chapter 8, Sections 13000, *et seq*.

Background Clearance

Employees of the CONTRACTOR shall complete a Live Scan a minimum of four (4) weeks in advance of the employment date. Result of the Live Scan shall be provided to the Probation Department to complete the required background check. Cost of the Live Scan shall be at the CONTRACTOR's expense.

Final clearance will not be granted until the results of the Live Scan are received, and the Probation Department has final approval for clearance. The Probation Department has the authority to terminate the agreement immediately should a threat to security of confidential criminal offender records, probation file information, court records, etc. is identified.

Criteria for approval or denial include but are not limited to:

- No arrests or convictions during the past three years.
- Not currently a felon under Parole or Probation or under any supervision as a result of criminal conduct.
- Not required to register per Penal Code Section 290, and/or Penal Code Section 451.
- No conviction history involving a serious or violent felony as defined in Penal Code Section 1192.7(c) or 667.5(c).
- Ex-offenders may be required to provide written evidence of successful completion of probation or parole.

Management/ Personnel Issues

The management of this Agreement is of particular importance to the COUNTY and the Probation Department. Accordingly, CONTRACTOR, consistent with applicable law, shall inform the Office of the Chief of Probation within two (2) business days of any personnel issues which would reasonably be expected to undermine the integrity of the Monterey County Day Reporting Center. Personnel issues shall include but not be limited to: any change in management level personnel and/or the initiation of disciplinary proceedings against any employee.

A. 6 PERFORMANCE OUTCOMES, DATA COLLECTION AND REPORTING, AND EVALUATION

CONTRACTOR shall provide data collection and quality assurance process to generate outcome measures.

Program Outcome Measures

CONTRACTOR shall track the dosage of services administered, as well as the assessment scores upon entry vs. exit of the program. CONTRACTOR shall track the number of clients served annually and distinguish between referral sources.

Performance measures might include, but not be limited to:

- Correctional Program Checklist (CPC) assessment and evaluation
- Intermediate program outcomes in the areas of critical thinking, program attendance participant sobriety, and participant employment and education
- Overall program completion rates and advancement through phases
- Longitudinal outcomes following recidivism rates where data is accessible

Data Collection

CONTRACTOR will collect individual participant data for each participant from referral to discharge. Service delivery data collection shall reflect acceptance of referrals, orientation and phase completion, discharge details dates of services received, outcome of service delivery and client satisfaction survey for those that complete and related participant expenditures. All referral and service delivery related data will be entered by CONTRACTOR into Smart Probation Services Management System (SMS) software, which has been customized to reflect program activities and outcomes. 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 to update user's accounts.

Additionally, the California Department of Corrections and Rehabilitation (CDCR) requires parolee's information to be entered into its Automated Reentry Management System (ARMS), a centralized, web-based data system that streamlines the life cycle of rehabilitative treatment for program delivery and oversight. CONTRACTOR will be responsible for the timely completion of ARMS-related requirements.

Evaluation

Third Party Evaluations shall be coordinated with the DRC to annually evaluate how well the DRC employs best practices. Results and suggestions will be shared with the County to keep us abreast of current trends in service delivery, recognize areas in need of improvement, and help identify corrective actions.

Reporting Requirements

CONTRACTOR will measure outcomes using their monthly roll-up report on the services delivered. Data collected through GEOtrack case management software shall be compiled into will submit routine reports, included but not limited to:

- a) Daily statistical report
 - a. Maintain a daily attendance log that includes the time of arrival of all participants.
 - b. Results of daily alcohol screening and random drug tests.
- b) Monthly Progress Report
- c) Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:
 - a. Result of most recent assessment and individualized case plan;
 - b. Services participant received;

- c. Staff assessment of treatment progress; and
- d. Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.
- d) Discharge Report
 - a. When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include, but not be limited to:
 - Name and Date of Birth;
 - History in the DRC, including compliance and non-compliance within the various program components;
 - Phase at time of discharge (if applicable);
 - Client Satisfaction Survey; and
 - Date of termination and reason.

Reporting Requirements

CONTRACTOR will measure outcomes using their monthly roll-up report on the services delivered. Data collected through GEOtrack case management software shall be compiled into:

- a) Monthly Program Outcomes Data Report and Intermediate Outcomes Reports to measure programmatic impact
- b) Daily statistical report
 - a. Maintain a daily attendance log that includes the time of arrival of all participants.
 - b. Results of daily alcohol screening.
- c) Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:
 - a. Result of most recent assessment and individualized case plan;
 - b. Services participant received;
 - c. Staff assessment of treatment progress; and
 - d. Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.
- d) Discharge Report
 - a. When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include, but not be limited to:
 - i. Name and Date of Birth;
 - ii. History in the DRC, including compliance and non-compliance within the various program components;
 - iii. Phase at time of discharge (if applicable); and
 - iv. Date of termination and reason
- e) Fiscal Year Outcome Measures Report with aggregate totals of participants served and mutually agreed upon key performance indicators.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

The County shall pay an amount not to exceed **\$3,013,989** 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

CONTRACTOR shall follow the following all-inclusive tiered rate structure for all clients referred to the DRC by Probation and Parole, as indicated below, with a fixed monthly rate up to 50 clients equal to \$60,833.33 (\$730,000 annually); and tiered per diem rate for clients above 50.

Number of Clients	Charge Amount
0-50	\$60,833.33 /PER MONTH
51-75	\$19.00 /PER CLIENT per day additional
76-100	\$18.50 /PER CLIENT per day additional
100+	\$18.00 /PER CLIENT per day additional

No additional charges will be included.

If number of referred clients accepted by CONTRACTOR falls below 50 (excluding the aftercare phase) for three consecutive months, the parties shall meet and confer on adjusting the compensation. Client aftercare services are not included in client count for the rate structure.

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.3 CONTRACTOR'S 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 the end of the contract period on August 31, 2023.

B.4 DISALLOWED COSTS

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

C. TERM

The initial term shall commence with the signing of this AGREEMENT through and including August 31, 2023, with the option to extend this AGREEMENT for two (2) additional one (l) year periods.

County is not required to state a reason if it elects not to renew this AGREEMENT.

County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

Attachment A-1

Table A. Monterey County DRC Components		
Programming Requirement	GEO Reentry Programming / Service	
Orientation & Enhanced Starting Point Process—a value-added service	 Enhanced Starting Point packet Revised Orientation process for more focus on participant engagement and motivation to change Treatment Readiness group using Thinking for a Change (T4C) "Introduction to Thinking for a Change" — a value- added service "Getting Motivated to Change" Group—a value-added service 	
Assessments	 Ohio Risk Assessment System (ORAS) every 6 months Texas Christian University (TCU) Criminal Thinking Scales (CTS) —a value-added service Substance Abuse Assessment & American Society of Addiction Medicine (ASAM) placement criteria—a value-added service Stabilization factors questionnaire—included in Starting Point packet—a value-added service Brief mental health screen—a value-added service Adverse Childhood Experiences (ACEs) Questionnaire—a value- added service Employment assessment—a value-added service WorkKeys Talent WorkKeys Fit 	
Individualized Behavior Change Planning	 Phase 1 BCP focused on preparing for treatment and establishing intrinsic motivation to change— including a <i>Stabilization Action Plan</i> to help address identified stabilization factors Phase 2 BCP focused on programming needs Aftercare BCP to plan for program completion, relapse prevention, and ongoing needs 	
Check-Ins and Engagement	 Frequency based on program phase Use of Core Correctional Practices (CCP) to increase engagement—a value-added service 	

Table A. Monterey County DRC Components		
Programming Requirement	GEO Reentry Programming / Service	
Cognitive Behavioral Therapy— a value-added service	 Moral Recognition Therapy® (MRT) T4C Gender Responsive Trauma Groups—a value-added service Dr. Stephanie Covington's Healing Trauma Spanish-Language Track—a value-added service Women's Track—a value-added service Men's Trauma Group—a value-added service Individualized Cognitive Behavioral Therapy (ICBT) Sessions— a value-added service Outcoming Rating Scale (ORS) —a value-added service Carey Guides—a value-added service Session Rating Scale (SRS) —a value-added service 	
Drug and Alcohol Testing	 Urinalysis and breathalyzer tests conducted onsite at the DRC 	
Substance Abuse Education and Treatment	 Group sessions using the Cognitive- Behavioral Interventions for Substance Abuse (CBI-SA) curriculum from the University of Cincinnati Corrections Institute (UCCI) Participants can receive specialized dosage by meeting individually with a DRC Substance Abuse Counselor for a substance abuse ICBT session 	
Anger Management	SAMHSA Anger Management Curriculum	
Cognitive Life Skills Development	 Computer Labs—<i>a value-added service</i> American Community Corrections Institute (ACCI) Life Skills T4C Social Skills 	
Parenting Skills and Family Reintegration	 Parenting Skills—TCU Parenting Family Nights 	
Educational Services / GED Assistance	 HiSET Academy Online Referrals and navigation assistance for ongoing education opportunities 	
Budgeting and Money Management	 Federal Deposit Insurance Corporation (FDIC) Money Smart Computer Based Instruction (CBI) 	
Job Skills Training / Placement	 Employment Assessments Employment Orientation using Cognitive Behavioral Interventions for Employment (CBI-EMP) from UCCI Employment Lab—a value-added service Career Ready 101 	
Community Resource Referrals	 GEO Reentry Connect website—a value-added service Community Service / Volunteer Opportunities 	

Table A. Monterey County DRC Components		
Programming Requirement	GEO Reentry Programming / Service	
Discharge Planning	Transition Plans	
Aftercare	Aftercare services for three (3) to six (6) months	
Relapse Prevention—a value-added service	 CBI-SA Relapse Prevention Module Relapse Prevention Plans 	
Alumni Services—a value-added service	Presentations & MentoringProsocial events	

Service Enhancements

To continuously increase participant engagement and retention, ensure the utmost responsiveness to participant needs, and improve the rate of successful program completions, GEO Reentry will implement the following program enhancements:

Table B. Monterey County DRC Enhancements & Corresponding Benefits		
Service Enhancement	Benefits to the County and Participants	
Phase 1 Enhancements including: • Orientation before Starting Point • Starting Point Essentials Plan • Introducing the Starting Point BCP • CCP Trained Staff • Getting Motivated to Change Group	 Orientation before Starting Point—Orientation as participants' first interaction with the DRC, which prepares them for the program, fosters an understanding of program elements, and provides an overview of program benefits. Introducing Starting Point after Orientation gives participants a better understanding of why personal information is requested and results in less participant resistance to completing the required paperwork. Introducing the Starting Point BCP—The Starting Point BCP benefits participants by shifting the focus to treatment readiness and motivation to change before beginning treatment, which encourages participants to identify the intrinsic reasons they want to improve their lives, resulting in increased engagement. Starting Point Essentials Plan—This plan benefits participants by allowing them to identify basic needs that must be met to secure stability before they begin treatment. CCP Trained Staff—Staff training in CCP improves participant engagement during the check-in process. Rather than becoming a sterile administrative process, check-ins become a time when participants can engage in prosocial interactions and roleplays Getting Motivated to Change Group—This group benefits participants by fostering motivation to change and improving participant engagement in the change process. 	
Enhanced BCP and BCP Review	 Alignment to CTS— GEO Reentry will align BCPs with Criminal Thinking Scales (CTS) assessment results and better-defined participant goals during later phases of the DRC program—when participants are in the Action stage of change. BCP Review—Continuum of Care Training Institute Subject Matter Experts (SMEs) and DRC staff will review the context, content, and importance of effective BCPs—including use of written policies and procedures to ensure adherence to the established standards. Enhanced On-the-Job Training Materials—As part of this process, GEO Reentry's Continuum of Care Training Institute subject matter experts (SMEs) will develop on-the-job guidance materials staff can reference when working with participants to build effective and customized BCPs. 	
Collaboration with Dr. Natalie Pearl Ilarraza	In collaboration with Dr. Natalie Pearl Ilarraza, GEO Reentry has worked to enhance programmatic elements, including the Phase 1 enhancements	

Table B. Monterey County DRC Enhancements & C	orresponding Benefits
Service Enhancement	Benefits to the County and Participants
	listed above. This provides the County and
	participants with the benefit of Dr. Ilarraza's years
	of experience with criminal justice populations.
	To increase staff retention and improve recruitment
Staff Wage Increases	efforts, GEO Reentry will increase staff wages for
C C	Monterey DRC staff to draw more candidates to fill
	vacancies and secure existing staff.
	 Adding a dedicated Aftercare Coordinator to GEO Reentry's Staffing Model when the count reaches
Addition of Aftercare Coordinator to Staffing	100 provides specialized Aftercare and Alumni
Model	Services. The position focuses on relapses
	prevention services to ensure participants have the
	necessary skillsets for when they leave the DRC.
	GEO Reentry will implement a Spanish-Language
	Track at the Monterey DRC to serve the needs of
Introduction of Spanish-Language Track	the Hispanic population in Salinas and surrounding
Introduction of opanish-Language Track	areas. This has been implemented similar tracks in
	other GEO Reentry-operated DRCs with positive
	feedback from participants, staff, and customers.
	GEO Reentry will implement a Women's Track at
	our Monterey DRC to serve the needs of the female
	population. Track participants would be able to
	participate in women-only groups and interact with female Behavior Change Managers on a one- on-
Introduction of Women's Track	one basis. GEO Reentry has received very positive
	feedback from female participants within our
	Women's Groups. These participants have reported
	decreased depression, improved self-esteem, and
	feeling that the group would help them overcome
	future obstacles.
	To ensure gender responsivity for our male
Introduction of Men's Trauma Group	population, GEO Reentry will facilitate trauma-
	informed Men's Groups at the Monterey DRC.
	 GEO Reentry will implement University of Cincinnati's Cognitive Behavioral Interventions for
Introduction of CBI-SA Program from UCCI	Substance Abuse (CBI-SA). This comprehensive,
	evidence-based curriculum will enhance
	programming for our participants.
	GEO Reentry will implement University of
	Cincinnati's Cognitive Behavioral Interventions for
	Offenders Seeking Employment (CBI-EMP). The
Introduction of CBI-EMP from UCCI	inclusion of this curriculum will enhance the delivery
	of employment skills, increasing the likelihood that
	our participants will learn and retain the skills
	required to acquire and maintain stable employment.
	This computer-based curriculum provides
	participants with a unique log-in and is accessible
	from any internet-enabled device. This is a great
Introduction of computer-based CBT program	benefit for participants who have conflict with work,
Cognitive Life Skills from ACCI	
	school, community service, or family obligations
	school, community service, or family obligations and are unable to make it into the DRC's Education
Introduction of Adverse Childhood Experiences (ACEs) Assessment	and are unable to make it into the DRC's Education

Table B. Monterey County DRC Enhancements & Co	orresponding Benefits
Service Enhancement	Benefits to the County and Participants
	responsive curriculum. To align the DRC with corresponding statewide efforts, GEO Reentry is working to enhance participant awareness and education on the impact, outcomes, and effects of ACEs.
Maximizing Use of Carey Guides	 GEO Reentry will survey its DRC staff regarding their use of cognitive behavioral <i>Carey Guide</i> materials, and use these survey results to enhance staff buy-in of the materials selected and will provide additional training needed to ensure selected tools are used with maximum effectiveness.
GEOReentryConnect.com	 The new GEO Reentry Connect website provides probationers, parolees, and other reentrants in Monterey county with a plethora of resources— including housing, volunteer opportunities, and job opportunities—regardless of involvement with the DRC.
New Rewards and Sanctions Program	 GEO Reentry will implement a new system of rewards and sanctions within the Monterey County DRC. This includes ensuring DRC staff fully understand the applicable policies and procedures, have a working knowledge of the behavioral principles the system is based upon, and tracking actual rewards and sanctions administered to ensure staff achieve the standard of four rewards for every one sanction.
Increase in Education/Employment Lab Hours	 Extending the hours for the Education/Employment Lab at the DRC benefits participants with busy school and work schedules. In addition, the new ACCI Cognitive Life Skills curriculum will be available for participants to access remotely from any web-enabled device.
Creation of Employee Wellness Committee	 GEO Reentry's Employee Wellness Program provides staff with the benefit of a similarly situated support system. The program focuses on maintaining healthy habits, self-care, and overall wellness and was designed to improve employee satisfaction and retention.
Intermediate Measures Dashboard	 GEO Reentry will collaborate with the County and its DRC staff to enhance the way data is collected and tracked within the GEOtrack case management system. This process will include discussion with the County to confirm the minimum, acceptable, and optimal levels of program performance—as well as identification of barriers that may obstruct optimum performance levels. The agreed upon performance levels will be tracked in GEOtrack using corresponding dashboard metrics. The Intermediate Measures Dashboard will help ensure a continuous feedback loop and prompt implementation of any changes needed to maximize DRC performance. The benefit of this process for the County is to ensure that GEO Reentry is tracking data points that are relevant and

Table B. Monterey County DRC Enhancements & Corresponding Benefits		
Service Enhancement	Benefits to the County and Participants	
	desired by the County and to allow for an opportunity to provide the County with continuous updates.	
Core Correctional Practices (CCP) Training	 CCPs are structured, research-driven approaches to individual interactions. Examples include effective use of approval, disapproval, and role clarification. This mentoring component will include observing the DRC's current use of CCP techniques, refresher staff training as needed, creating visual guides for staff use of CCP skills within specific situations and ensuring our DRC management has the ongoing ability to coach their staff in the continuous use of these skills. 	
EBP Technical Assistance	 GEO Reentry will conduct EBP fidelity audits to measure our program's adherence to EBP. 	

Page 1 of 4

DATE (MM/DD/YYY	Y)
10/01/2019	

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE						E	DATE (MM/DD/YYYY) 10/01/2019			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
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А	X Medical Professional							MED EXP (Any one person)	\$	0
	X Civil Rights	Y	Y	6862427		10/01/2019	10/01/2020	PERSONAL & ADV INJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$	5,000,000
	X POLICY PRO- JECT LOC							GENERAL AGGREGATE	\$	5,000,000
								PRODUCTS - COMP/OP AGG	\$	570007000
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	5,000,000
						10/01/2019	10/01/2020	(Ea accident) BODILY INJURY (Per person)	\$	570007000
А	OWNED SCHEDULED	Y	Y	4993263				BODILY INJURY (Per accident)		
	AUTOS ONLY AUTOS HIRED NON-OWNED						,,	PROPERTY DAMAGE	\$	
								(Per accident) Deductible		1,000,000.00
<u> </u>	X UMBRELLA LIAB X OCCUR									
в				IPR0379227405		10/01/2019	10/01/2020	EACH OCCURRENCE	\$	25,000,000
		-		1FR03/922/403		10/01/2019	10/01/2020	AGGREGATE	\$	25,000,000
	DED RETENTION \$							PER OTH-	\$	
	AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER		2,000,000
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? No	N/A	Y	017515840 (AOS)		10/01/2019	10/01/2020	E.L. EACH ACCIDENT	\$	2,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE		2,000,000
_	DESCRIPTION OF OPERATIONS below			TTT 200202 00		10/01/0010	10/01/0000	E.L. DISEASE - POLICY LIMIT		
в	Professional Liability			IPR 3792303-07		10/01/2019	10/01/2020		\$3,000	
								Annual Agg	\$3,000	,000
 										
	CRIPTION OF OPERATIONS/LOCATIONS/VEHIC eral Liability: Contractual	•						•	Covor	
	=							-		-
includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability										
if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is										
provided as respects General Liability as required by written contract.										
SEE ATTACHED										
CE	RTIFICATE HOLDER				CANC	ELLATION				
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
0	AUTHORIZED REPRESENTATIVE									
	County of Monterey Contracts/Purchasing Department					PIPM				
	168 West Alisal Street, 3rd Floor Salinas, CA 93901					Duttigle				

Salinas, CA 93901

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID:

LOC #:

®							
ACORD	ADDITIONAL	REMA	RKS SCHEDULE	Page 2 of 4			
AGENCY	·	NAMED INSURED The GEO Group Inc and All Subsidiaries					
Willis Insurance Services of Georg	la, Inc.		GEO Reentry Services, LLC; Cornell Companies; BI, Inc				
POLICY NUMBER See Page 1			4955 Technology Way Boca Raton, FL 33431 USA				
CARRIER		NAIC CODE					
See Page 1		See Page 1	EFFECTIVE DATE: See Page 1				
ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS							
FORM NUMBER:			Insurance				
Blanket Additional Insured is in	ncluded to Certifi	cate Holde	er as respect Automobile Liability	if required by written			
contract.							
Blanket Waiver of Subrogation is	provided as resp	ects Autom	obile Liability as required by wri	tten contract.			
Blanket Waiver of Subrogation is	provided as resp	ects Worke	ers Compensation as required by wri	tten contract.			
Re: - Monterey County Day Report	ing Center, Salin	as, Ca.					
-Reentry Facility located at 20	E. Alisal, Salina	s, CA (Mon	terey County Probation Department)				
County of Monterey, its officers, agents & employees are included as additional insured with respect to the General & Auto Liability policies where required by written contract. This Insurance is Primary & Non-Contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation applies in favor of County of Monterey, its officers, agents & employees with respects to General Liability and Automobile Liability.							
Residential, Non-Residential, Re	porting Centers a	nd Re-Entr	y Programs				
INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841 POLICY NUMBER: 017515842 (VARIOUS) EFF DATE: 10/01/2019 EXP DATE: 10/01/2020							
SUBROGATION WAIVED: Y							
TYPE OF INSURANCE:	LIMIT DESCRIPTION	ſ :	LIMIT AMOUNT:				
Workers Compensation -	Each Accident		\$2,000,000				
Per Statute	Disease -Policy L	imit	\$2,000,000				
	Disease-Each Empl	oyee	\$2,000,000				
ADDITIONAL REMARKS: Workers Compensation: AK/AZ/IL/KY/NC/NJ/PA/UT/VA							
INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841 POLICY NUMBER: 017515841 (MA OH WA WY) EFF DATE: 10/01/2019 EXP DATE: 10/01/2020							
SUBROGATION WAIVED: Y							
TYPE OF INSURANCE:	LIMIT DESCRI		LIMIT AMOUNT:				
Workers Compensation - MA OH WA			\$2,000,000				
Per Statute	Disease-Poli Disease-Each	-	\$2,000,000 \$2,000,000				
	Dibease Hach	Improyee	\$2,000,000				
ADDITIONAL REMARKS: Stop Gap - OH, WA, WY included							

AGENCY CUSTOMER ID:

LOC #:

ACORD	ADDITIONAL REM	ARKS SCHEDULE	Page <u>3</u> of <u>4</u>
AGENCY		NAMED INSURED	
Willis Insurance Services of Ge	orgia, Inc.	The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Compa	nies; BI, Inc
POLICY NUMBER		4955 Technology Way	
See Page 1		Boca Raton, FL 33431 USA	
CARRIER	NAIC CODE		
See Page 1	See Page	1 EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM	IS A SCHEDULE TO ACORD FORM,		
FORM NUMBER: 25 FORM	TITLE: Certificate of Liability	y Insurance	
INSURER AFFORDING COVERAGE: I	llinois National Insurance C	ompany	NAIC#: 23817
POLICY NUMBER: 017515844 (FL)	EFF DATE: 10/01/2019	EXP DATE: 10/01/2020	
SUBROGATION WAIVED: Y			
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:	
Workers Compensation - FL	Each Accident	\$2,000,000	
Per Statute	Disease -Policy Limit	\$2,000,000	
	Disease-Each Employee	\$2,000,000	
INSURER AFFORDING COVERAGE: A			NAIC#: 19380
POLICY NUMBER: 017515843 (CA)	EFF DATE: 10/01/2019	EXP DATE: 10/01/2020	
SUBROGATION WAIVED: Y			
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:	
Workers Compensation - CA	Each Accident	\$2,000,000	
Per Statute	Disease -Policy Limit	\$2,000,000	
	Disease-Each Employee	\$2,000,000	
INSURER AFFORDING COVERAGE: N POLICY NUMBER: 4993264 EF ADDITIONAL INSURED: Y		Company of Pittsburgh ATE: 10/01/2020	NAIC#: 19445
SUBROGATION WAIVED: Y			
TYPE OF INSURANCE: Automobile Liability - VA Only	LIMIT DESCRIPTION:	LIMIT AMOUNT: \$5,000,000	
Automobile Liability - VA Only Any Auto including	y Any Auto - CSL Limit:	\$5,000,000	
Hired & Non-Owned			

AGENCY CUSTOMER ID: ______

ACORD®	ADDITIONAL REM	ARKS SCHEDULE	Page 4 of 4		
AGENCY Willis Insurance Services of Geor	gia, Inc.	NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc			
POLICY NUMBER		4955 Technology Way			
See Page 1		Boca Raton, FL 33431 USA			
CARRIER	NAIC CODE				
See Page 1	See Page	EFFECTIVE DATE: See Page 1			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS					
FORM NUMBER: 25 FORM TI	TLE: Certificate of Liability	Insurance			
INSURER AFFORDING COVERAGE: Nat POLICY NUMBER: 4993265 EFF		Company of Pittsburgh TE: 10/01/2020	NAIC#: 19445		
ADDITIONAL INSURED: Y SUBROGATION WAIVED: Y					
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:			
Automobile Liability - MA Only Any Auto including Hired & Non-Owned	Combined Single Limit	\$5,000,000			
INSURER AFFORDING COVERAGE: Ste	adfast Insurance Company		NAIC#: 26387		
POLICY NUMBER: ZRE 0184690-00	EFF DATE: 10/01/2015	EXP DATE: 10/01/2020			
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:			
Pollution Liability	Each Incident	\$10,000,000			
	Policy Aggregate	\$10,000,000			



Certificate Of Completion

Envelope Id: 6A53D3159ADA41139D80F216D703BADF Subject: Please DocuSign: GEO_Reentry_Agreement_-_DRC_FY2020-2023 Source Envelope: Document Pages: 33 Signatures: 1 Initials: 0 Certificate Pages: 4 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original 9/1/2020 1:09:18 PM Security Appliance Status: Connected Storage Appliance Status: Connected

Signer Events

Michael R. Derr derrm@co.monterey.ca.us Contracts/Purchasing Officer County of Monterey Signing Group: Contracts/Purchasing Signers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/24/2020 1:02:08 PM ID: 5d6ded82-34d0-422a-a8ce-e263dd6a82f0

Holder: Wendi Reed ReedWL@co.monterey.ca.us Pool: StateLocal Pool: Probation

Signature DocuSigned by: Michael K. Derr

367942E6F649429.

Signature Adoption: Pre-selected Style Using IP Address: 192.92.176.114

Status: Completed

Envelope Originator: Wendi Reed ReedWL@co.monterey.ca.us IP Address: 192.92.176.115

Location: DocuSign

Location: DocuSign

Timestamp

Sent: 9/1/2020 1:15:58 PM Viewed: 9/1/2020 3:21:13 PM Signed: 9/1/2020 3:21:22 PM

In Person Signer Events	Signature	Timestamp		
Editor Delivery Events	Status	Timestamp		
Agent Delivery Events	Status	Timestamp		
Intermediary Delivery Events	Status	Timestamp		
Certified Delivery Events	Status	Timestamp		
Carbon Copy Events	Status	Timestamp		
Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	9/1/2020 1:15:58 PM 9/1/2020 3:21:13 PM 9/1/2020 3:21:22 PM 9/1/2020 3:21:22 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

Electronic Record and Signature Disclosure

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Probation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: urenae1@co.monterey.ca.us

To advise Probation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenae1@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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- Until or unless you notify Probation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Probation during the course of your relationship with Probation.