

**AMENDMENT #1 TO AGREEMENT # A-13275
BY AND BETWEEN
COUNTY OF MONTEREY &
TURNING POINT OF CENTRAL CALIFORNIA, INCORPORATED**

THIS AMENDMENT is made to the Standard Agreement for the provision of employment training and job placement services for clients eligible for the AB109 Public Safety Realignment Plan; which includes Post Release Community Supervision, Mandatory Supervision and intensive supervision by and between **TURNING POINT OF CENTRAL CALIFORNIA, INCORPORATED**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, "the Parties").

WHEREAS, the County and CONTRACTOR first entered into the Agreement on August 23, 2016 by board action for the term July 1, 2016 through June 30, 2017, for an amount not to exceed \$321,683; and

WHEREAS, CONTRACTOR has satisfactorily performed the services required by the Agreement; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term for one (1) additional year to June 30, 2018 to allow CONTRACTOR to continue to provide services identified in the Agreement, in the amount of \$321,683, for a total not to exceed amount of \$643,366.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement as follows effective July 1, 2017:

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

The County hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-1 in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, 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 \$643,366.

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

The term of this Agreement is from July 1, 2016 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement.

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

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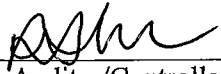
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

Department Head

Dated: _____

Approved as to Fiscal Provisions:



Deputy Auditor/Controller


Dated: 4/21/17

Approved as to Liability Provisions:

Risk Management

Dated: _____

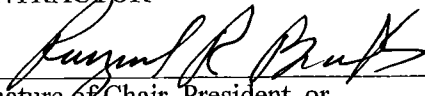
Approved as to Form:



Deputy County Counsel

Dated: April 19, 2017

CONTRACTOR

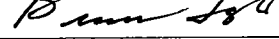
By: 

Signature of Chair, President, or
Vice-President

Raymond Banks, Chief Executive Officer

Printed Name and Title

Dated: 4/7/17

By: 

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

Bruce Tyler, Chief Financial Officer

Printed Name and Title

Dated: 4/7/17

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT- A-1
To
Service Agreement
Between
Monterey County, hereinafter referred to as "COUNTY"
AND
Turning Point of Central California, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

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

The Employment Program will be designed to meet the special training and employment needs of the offender population. The length of the program will vary based on participant needs. All services will be provided for a maximum of twelve (12) months. In order to ensure the success of their program, TP will provide, at no cost to the County, additional twelve (12) month follow-up services to participants. Services will be customer focused and customized to meet the precise needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and a primary outcome of the program. TP will leverage the resources of their offender programs, established community partnerships, and a strong employer data base to support client success.

Management Plan and Staffing

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

Employment Specialist	Full-Time
Case Manager	Part-Time

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

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

EVIDENCE-BASED PRACTICES AND PROGRAMS

One of the legislative intents of AB109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. The Probation Department has agreed to provide AB109 service providers additional support through the Smart Supervision Grant in collaboration with the city of Salinas. Specifically, an assessment of evidence based practice utilization, training and technical support will be provided for your staff. It is expected that staff will fully participate and utilize these trainings and techniques to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probations program evaluation of your service delivery.

DATA COLLECTION

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

PROGRAM REFERRALS

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

ORIENTATION

Orientations to program services will be conducted on Tuesdays and Thursdays but may be conducted more often if the amount of referrals requires such. Orientations will provide clients with

information on TP AB109 Employment Services as well as partnership job programs and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

ELIGIBILITY AND INITIAL ASSESSMENT

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

ENROLLMENT

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

CORE A SERVICES

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

CORE B SERVICES

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

INTENSIVE SERVICES

Case Management

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

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

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

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

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

Objective Assessment

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

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

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

Individual Employment Plan (IEP)

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

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

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

Employability Workshops

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

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

TRAINING

Individual Short-Term Vocational Training

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

On-the-Job Training (OJT)

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

Participant Referral to Job Site

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

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

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

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

Development of On-The-Job Training Agreements

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

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

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

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

Performance Evaluations

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

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

Worksite Visits

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

SUPPORT SERVICES

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

COUNSELING

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

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

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

It is anticipated that many program clients will require professional counseling for serious issues such as mental health, cognitive problems, domestic violence, drug and alcohol dependency, reintegration

and violent crime backgrounds. Turning Point will utilize linkages and collaborations with local services for individual counseling with the approval of the client's Probation Officer.

PLACEMENT IN UNSUBSIDIZED EMPLOYMENT FOLLOWING TRAINING

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

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

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

JOB RETENTION:

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

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

Successful program graduates and the employer community will be encouraged to participate in mentorship activities. To support long-term employment, focus will remain on OJT opportunities in supportive environments with high potential for job satisfaction, skills development, wage increase and industry growth.

FOLLOW-UP SERVICES

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

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

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

B.2 Budget

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

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

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

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

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

B.3 Contractors Billing Procedures

Contractor shall invoice County monthly. Contractor shall submit a monthly claim for payment, with back-up documentation that provides validation of eligible expenses, such as system generated payroll reports, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the Agreement terms and conditions and may cause reimbursement to be delayed or denied. Salary costs reimbursable under this Agreement include vacation, sick leave, and compensating time off (CTO) earned and paid to vendor employees during the Agreement performance period. Balances accrued during the Agreement funding cycle, but not used and paid to the employee, cannot be claimed. The leave costs claimed must be proportional to the amount of time spent by the employee working on the Agreement scope of services. Expenses may only be incurred prior to June 30, 2018.