

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: Adult Day Reporting Center (DRC) for adult offenders under Probation and Parole supervision in a Day Reporting Center (DRC) model, pursuant to RFP#10955.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 7,678,756

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2026 to March 31, 2031, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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: AB109 Grant Guidelines

Exhibit C: Incorporation of Request for Proposals (RFP) #10955, Addendum No. 1 to RFP #10955, and Proposal Documents

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 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.

15.0 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: | FOR CONTRACTOR: |
|--|--|
| Jose Ramirez, Chief Probation Officer | Derrick Schofield, PhD, Vice President- Reentry Services & Continuum of Care |
| Name and Title | Name and Title |
| 20 E. Alisal Street, Salinas, CA 93901 | 4955 Technology Way, Boca Raton, FL 33431 |
| Address | Address |
| (831) 755-3913, Fax (831) 759-7246 | (561) 999-8151 |
| Phone: | Phone: |

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **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.
- 16.16 **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.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____
 Chief Contracts & Procurement Officer
 Date: _____
 By: _____
 Department Head (if applicable)
 Date: _____

Approved as to Form
 Office of the County Counsel¹
 Susan K. Blich, County Counsel

By: _____
 County Council
 Date: _____

Approved as to Fiscal Provisions

By: _____
 Auditor/Controller
 Date: _____

Reviewed as to Liability Provisions
 Office of the County Counsel-Risk Management

By: _____
 David Bolton, Risk Manager
 Date: _____

CONTRACTOR

GEO Reentry Services, LLC

Contractor/Business Name*
 By: _____
 (Signature of Chair, President, or Vice-President)
 Derrick Schofield Vice President, Reentry Services
 Name and Title
 Date: 3/2/2026

By: _____
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
 Shaya March Vice President & Treasurer
 Name and Title
 Date: 3/2/2026

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller is required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

**To 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

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), CONTRACTOR shall 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 including evidence-based services for a select group of individuals who are identified as moderate/high and high-risk of re-offending and/or are high-need offenders, as described therein. Individuals will be referred by the Probation Department, the Court and by the local Parole office.

CONTRACTOR shall offer a variety of validated Evidence-Based Programs. Services provided to offenders shall 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. Placement decisions will consider risk level, needs, available capacity and program applicability.

A.1 General Requirements for DRC

CONTRACTOR shall:

A.1.1 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.

A.1.2 Maintain professional relationships with law enforcement and other Monterey County community-based offender rehabilitation organizations and programs.

A.1.3 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.

A.1.4 Provide training to CONTRACTOR’S staff on cognitive curriculum techniques by certified cognitive behavioral trainers. If CONTRACTOR has open training slots, CONTRACTOR shall

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

communicate this to Probation and offer open training slots to Probation Officers and Parole Officers.

A.1.5 Provide training to CONTRACTOR'S staff in Motivational Interviewing techniques by a qualified trainer. If CONTRACTOR has open training slots, CONTRACTOR shall communicate this to Probation and offer open training slots to Probation Officers and Parole Officers.

A.1.6 Provide CONTRACTOR'S staff with a minimum of 10 hours annually of on-going training on cognitive behavioral curriculum.

A.1.7 Provide a program plan to include orientation, risk and need assessment, and individualized case plan.

A.1.8 Develop a plan for implementation of sanctions and incentives for the program.

A.1.9 Notify the Probation Department and State Parole daily of attendance and input attendance information into Probation's and State Parole's case management system.

A.1.10 Conduct daily screening for the use of alcohol to ensure the offenders are sober while participating in the program. Notify the assigned Probation or Parole Officer of any non-compliance.

A.1.11 Create and update, as needed, a resource list in order to make referrals and facilitate access to appropriate services.

A.1.12 Assist DRC participants who have transportation barriers in order to facilitate their program attendance and participation regularly.

A.1.13 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.

A.1.14 Assist with the special education and other learning needs of offenders, as needed.

A.1.15 Meet regularly with Probation and Parole staff to discuss cases in order to aid in each offender's success.

A.1.16 CONTRACTOR shall cooperate with any evaluation and allow access to program or activities for the purpose of fulfilling grant or County mandates.

A.1.17 Provide an adequate office space for the Probation and Parole Officers assigned to the program.

A.1.18 CONTRACTOR shall provide on-site nutritional snacks daily to participants.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

A.2 Programming Requirements for DRC

The Day Reporting Center will be a track-based model with a multi-disciplinary program that includes 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. Programming length is generally 3-12 months, but contingent upon behavioral changes.

Services will include:

- A.2.1 Orientation and Assessment
- A.2.2 Individualized Case Plan
- A.2.3 Daily Check-In at the DRC
- A.2.4 Breathalyzer Testing for alcohol use
- A.2.5 Urinalysis Testing for Drug Use
- A.2.6 Substance Abuse Education and Treatment
- A.2.7 Anger Management
- A.2.8 Cognitive and Life Skills Development
- A.2.9 Parenting and Family Reintegration
- A.2.10 Educational Services / GED Assistance
- A.2.11 Budgeting and Money Management
- A.2.12 Job Skills Training/ Placement
- A.2.13 Parenting Skills
- A.2.14 Referral to other appropriate agencies as needed (i.e., SSI application, Driver's License or California Identification Card, General Assistance, etc.)
- A.2.15 Discharge Planning
- A.2.16 Aftercare

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EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

| Track | Traditional | Commuter | Modified-Short Term | Batterers Intervention *Optional Add-on* |
|--|---|--|--|---|
| Program Requirements | Comprehensive Reentry Program for Moderate/High and High Risk participants | Reentry Program tailored for Moderate/High and High Risk participants residing in South County or in the Peninsula | Targeted Interventions for participants with needs in one or two key life areas, soft skill needs, or any need the DRC is equipped to handle | Comprehensive Reentry program for High-Moderate and High Risk participants ordered to complete Domestic Violence groups. |
| Reporting per week | <ul style="list-style-type: none"> • Phase 1, 5 Days • Phase 2, 3 Days • Phase 3 & AC, 1 Day | <ul style="list-style-type: none"> • 2 days, GEO shuttle service provided | <ul style="list-style-type: none"> • Phase 1, 3 Days • Phase 2, 2 Days • Phase 3 & AC, 1 Day | <ul style="list-style-type: none"> • Phase 1, 5 Days • Phase 2, 3 Days • Phase 3 & AC, 1 Day |
| Orientation, Assessment, and Individualized Case Plan | Yes | | | |
| Daily Check-In at DRC | Based on Phase | On Programming Days | Based on Phase | Based on Phase |
| Breathalyzer Testing for alcohol use | Based on Phase | On Programming Days | Based on Phase | Based on Phase |
| Urinalysis Testing for Drug Use | Based on Phase | 1 time per week | 1 time per week | Based on Phase |
| Substance Abuse Education and Treatment | Based on assessed need | | | |
| 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 other appropriate agencies | Yes | | | |
| Discharge Planning/Aftercare | Yes | Based on assessed need | No | Based on assessed need |
| Batterers Intervention | No | No | No | Yes |

A.3 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 high-moderate/high risk for recidivism.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

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 should be served in a way that reduces the likelihood that they will be incarcerated in the future. Participants may be referred to portions of the program via Track Model or to the entire program based upon their individual needs and their intake assessment and collateral information.

A.4 Location

CONTRACTOR is responsible for locating a site for the DRC. The CONTRACTOR is responsible for all bills associated with the property, i.e. electric, water, sewer, phone, internet access, etc. CONTRACTOR is further responsible for providing everything else needed to make the space operational, i.e., furniture, equipment, supplies, telephones, etc. CONTRACTOR will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

CONTRACTOR shall own or hold the lease on the DRC service site, which should be located in Salinas, in a neighborhood region ideally accessible via public transportation and suited to the needs of the target population. The service site shall meet all code requirements, including public health, fire marshal, and Americans with Disabilities Act (ADA) compliance regulations.

The facility selected by the CONTRACTOR is subject to final approval by the Probation Department. In case of lease, the CONTRACTOR shall provide a copy of the executed lease on an approved facility, sufficient to lease the facility through the duration of the contract.

CONTRACTOR has identified the leased location as 128 Sun Street, Suite 201, Salinas, CA 93901.

A.4.1 Client Transportation

CONTRACTOR shall provide transportation assistance with a supervised company vehicle for shuttle service to transport participants to/from the DRC facility from the Salinas, South County and Monterey Peninsula area to pro-social activities and other community service engagement (DMV, job interviews, scheduled appointments, etc.) in the County area based on assessed need as determined by the CONTRACTOR and the COUNTY. As needed, CONTRACTOR shall also provide participants with bus passes for local transportation. Shuttle service will operate Monday through Friday from 7:00 a.m. to 6:00 p.m.

CONTRACTOR will devise a schedule that services clients based on need, arranging for pick up and drop off points at a centralized location.

A.5 DRC Hours of Operation

Minimum hours of operation for the DRC will be five (5) days a week, with office hours Monday – Friday, 8:00 a.m. to 8:00 p.m. that can accommodate the work and school schedules of the participants; closed on weekends and County observed holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

Christmas Day. CONTRACTOR must coordinate appropriate check-ins with probationers and parolees prior to holiday closure of the above listed holidays.

A.6 DRC Capacity

The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for participants, to a max of one hundred (100); however, it is anticipated the DRC will continue to serve the current amount of seventy (70) individuals at any given time and must be able to accommodate for increases in population with the potential for growth in the future.

A.7 DRC Program Length and Service Dosage

The DRC shall be able to provide monitoring and treatment services five (5) days a week, with office hours that can accommodate the schedules of the clientele.

In accordance with Evidence Based Practice (EBP) principles, 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 three months to one year, based upon participant engagement, behavior, and their individual needs.

A.8 Additional Requirements

A.8.1 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.

A.8.2 Programming provided at the DRC must use evidence-based cognitive behavior interventions addressing criminogenic needs and be designed to reduce recidivism. Program will operate as a structured track-based intervention program; participants will be assigned to a track at time of referral, and may advance, modify or exit tracks base on program, compliance, and reassessment. CONTRACTOR shall use the evidence-based interventions outlined below to address core program components. With approval from the County, CONTRACTOR may incorporate additional curricula and intervention tools over the course of the contract—to keep treatment programming engaging and relevant to the evolving needs of the participant population.

A.8.2.1 Optional Add on- Batterers Intervention Program: With approval from the County, CONTRACTOR may provide comprehensive reentry program track to High-Moderate and High-Risk participants ordered to complete Domestic Violence Groups.

| Curricula and Supplemental Programming | |
|---|---|
| Program Component | Curricula |
| Substance Abuse Counseling | Cognitive Behavioral Interventions—Substance Use Adult (CBI-SUA), from the University of Cincinnati |

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

| Curricula and Supplemental Programming | |
|---|---|
| Cognitive Behavioral Therapy | Moral Reconciliation Therapy (MRT) Thinking for a Change (T4C) Curriculum from The Change Companies |
| Anger Management | Curriculum from The Change Companies |
| Family and Parenting Counseling | Curriculum from The Change Companies |
| Parenting Skills | Partners in Parenting, from Texas Christian University |
| Life Skills Training | Curriculum from The Change Companies |
| Job Skills Training | Tiered Employment Program, using curriculum from JIST Career Solutions |
| Educational Services | Computer-based HiSET Academy Online |
| Aftercare | Curriculum from the University of Cincinnati |
| Supplemental Programming | Getting Motivated to Change, adapted from Texas Christian University materials |
| Supplemental Programming | RI Discovery Cards |
| Supplemental Programming | Therapist Aid materials |

A.8.3 CONTRACTOR shall utilize a validated risk and need assessment tool and generate an individualized case plan for each program participant based on the assessment. CONTRACTOR has indicated the Ohio Risk Assessment System (ORAS) is the assessment tool they will be using. CONTRACTOR is responsible for obtaining copyright licenses and proof that risk assessment tool is recognized as a validated tool.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

A.8.4 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 the CONTRACTOR. Initial daily check-ins will be in person.

A.8.5 Random Drug Testing

Random drug testing shall include at a minimum both urine and breathalyzer testing. The CONTRACTOR shall breathalyze each participant upon arrival at the DRC to monitor sobriety while onsite. Upon enrollment, the CONTRACTOR will also assign each participant to a random urine testing schedule; this schedule is subject to change based on substance use and typically decreases as each participant successfully progresses through the program. CONTRACTOR may also conduct a drug test at any time upon request from the supervising officer or upon reasonable suspicion of substance use.

A.8.6 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 deliver a comprehensive substance abuse program including education, outpatient treatment and relapse prevention programming. Services will include an assessment of substance abuse treatment needs and placement into an appropriate level of individual and group counseling services. As needed, CONTRACTOR will refer participants to higher levels of care.

CONTRACTOR shall deliver substance abuse programming groups through facilitation of the Cognitive Behavioral Interventions—Substance Use Adult (CBI-SUA) curriculum from the University of Cincinnati.

A.8.7 Anger Management

CONTRACTOR shall deliver evidence-based anger management programming through facilitation of curriculum from The Change Companies to assist in reducing and redirecting stress and tension which result in aggressive behaviors.

A.8.8 Family/Parenting Counseling

CONTRACTOR shall strive to engage each participant's family as much as possible. This may include specifying goals for engaging with family as part of the participant's Individual Success Plan. CONTRACTOR shall also organize and host onsite Family Events. These events give participants and their families a chance to engage in structured, observed, and pro-social activities together.

A.8.9 Job Skills Training/Placement

CONTRACTOR shall deliver a Tiered Employment program that empowers participants to reach goals by building personal motivation and overcoming barriers. Tiers shall provide targeted levels of service that best match individually assessed needs, interests, and skills. Each tier shall consist of specific workshops that utilize career exploration and employability curriculum from JIST Career Solutions. The workshops help participants develop both soft and hard skills. The hard skills relate to securing vital documents (Tier 1); job searches, applications, and interviews (Tier 2); and career development (Tier 3). Soft skills workshops focus on how to interact with others in the workplace.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

In addition to the Tiered Employment program, CONTRACTOR shall facilitate connections to a network of resources outside of the program to expand employment and vocational opportunities for participants; assist participants interested in vocational or educational advancement programs to navigate the enrollment process; and provide job search and placement assistance by developing a network of felon friendly local employers.

A.8.10 Educational Services/GED Assistance

CONTRACTOR shall facilitate access to High School Equivalency Test (HiSET) Academy in the DRC computer lab—which offers a variety of educational lessons and practice tests to prepare for the HiSET exam. The onsite DRC computer lab that will be utilized as a resource center for clients and as a classroom for courses.

A.8.11 Cognitive and Life Skills Development

CONTRACTOR shall deliver cognitive behavioral interventions using Moral Reconciliation Therapy (MRT); Thinking for a Change (T4C); and curriculum from The Change Companies (TCC) to encourage offenders to adopt a positive, law-abiding lifestyle. Additional interventions including Getting Motivated to Change for pre-treatment intervention and R1 Discovery Cards will provide supplemental evidence-based, best practice resources to focus on defects in thought processes that lead to self-defeating decisions.

A.8.12 Parenting Skills

CONTRACTOR shall use the Partners in Parenting curriculum from Texas Christian University to facilitate groups designed to provide techniques and local strategies for successful parenting.

A.8.13 Relapse Prevention

CONTRACTOR shall provide relapse prevention programming designed to maintain a law-abiding lifestyle, including Aftercare. CONTRACTOR shall work with each participant to create a Transition Plan for graduating from the program. The Transition Plan includes: potential barriers and action items for goals specific to life in the community; identification of triggers and warning signs, with strategies to prevent a relapse into criminal thinking or behavior; and development of a network of support. During Aftercare and discharge planning, participants practice and refine the action items in their Transition Plan—ensuring that the plan is as effective as possible in helping the participant successfully reintegrate into the community after their time in the program.

A.8.14 Referral Services

The 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.

A.8.15 Immediate Notification

DRC staff shall immediately notify Probation and Parole of any problems that would jeopardize public safety or the offender's continuation in the DRC program. 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. CONTRACTOR shall describe in detail their plan for immediate notification.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

A.8.16 Performance Outcomes and Evaluation

CONTRACTOR shall provide a description of the data collection and quality assurance process to generate outcome measures.

A.8.16.1 Service Delivery

CONTRACTOR shall electronically enter all participant and program data in CONTRACTOR's case management system. This includes: assessment results; attendance at scheduled program activities; case notes, including significant events and staff observations; level of participation in programming; employment and education status; and the number of community referrals made.

Accordingly, our specific data collection capabilities produce statistical reports on an individual participant or the overall program.

CONTRACTOR shall follow established quality assurance procedures to monitor program performance and address program performance issues. Key components of the quality assurance plan include:

- Quality Assurance Through Coaching (QATC)
- Area Manager Oversight
- Annual contract compliance reviews
- Evidence-based fidelity review by CONTRACTOR's Reentry Services Fidelity Team
- Staff evaluations
- Participant surveys, and;
- the possibility of third-party evaluations.

A.8.17 Program Outcome Measures

CONTRACTOR shall track both individual level data and aggregate data for all aspects of service delivery and outcomes specific to the following areas:

Program Referrals and case management services from the initial point of engagement to program exit or graduation. This includes but is not limited to:

- Dosage, duration and intensity of programming services listed in general requirements;
- Assessment scores upon program entry and exit;
- Completion of phase levels and achievements, and
- Client satisfaction survey data.

Aggregate data shall include number of individuals served by fiscal year, segregated between Probation and Parole, aggregate totals, rates or percentages for completions of phases, employment, components of service delivery and graduations.

A.8.18 Reporting Requirements

Program referrals will be received and processed electronically using Probation's DRC Participant referral form and Parole's Automated Reentry Management System (ARMS). This software will be utilized to exchange limited information about referrals and status of service delivery within the program. The CONTRACTOR is responsible for all other detailed data collection and reporting.

CONTRACTOR is responsible for ensuring users maintain appropriate use and confidentiality of user license and information accessed. Notification of new users or employees who are separating from

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

employment or changing roles must be submitted within 24 hours of occurrence in writing to the Probation Division Director and Probation Services Manager.

CONTRACTOR will submit routine reports, included but not limited to:

Daily statistical report

- A.8.18.1 Maintain a daily attendance log that includes the time of arrival of all participants. CONTRACTOR must input attendance information into Probation's and Parole's Case Management Systems.
- A.8.18.2 Results of daily alcohol screening

Monthly Progress Report

- A.8.18.3 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.8.18.4 Results of most recent assessment and individualized case plan;
 - A.8.18.5 Services participant received;
 - A.8.18.6 Staff assessment of treatment progress; and
 - A.8.18.7 Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.
- A.8.18.8 Number of substance abuse tests conducted, results and test type.

Discharge Report

A.8.18.9 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 or Parole 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); and
- Date of termination and reason.

Monthly Reports

A.8.18.10 **Participant Volume and Flow**

- Daily number of county participants
- Total number of new county participants per month
- Time elapsed between referral and program start date
- Length of stay per participant

Program Phases and Engagement

- Number of participants assigned to each Track
- Number currently active in each Track
- Number who successfully completed each Track
- Number who failed to progress and reason

Program Outcomes

- Number of participants who graduated from the program and total number of service days to completion
- Discharge outcomes, including but not limited to:
 - Successful completion
 - Jail or custody placement

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

- Failure to complete intake
- Expired probation or early termination
- Administrative discharge

Employment and Stability Indicators

- Number of participants who secured employment directly through DRC referrals
- Number of participants who accessed public or community-based resources through the DRC (e.g., housing assistance, benefits enrollment, treatment services)

Compliance and Risk Indicators

- Number of drug tests conducted per participant
- Number of positive tests and substance type
- ORAS assessment scores at intake and most recent reassessment (if available)

A.10 Experience and Licenses Required

CONTRACTOR has demonstrated prior experience in working with adult offenders and evidence-based programming as described herein, including prior experience operating a Day Reporting Center. CONTRACTOR is responsible for ensuring staff providing direct services meet the minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling.

A.13.1 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.

In the event that a well-qualified job applicant for the Substance Abuse Counselor position does not possess the minimum certification of a Registered Addiction Specialist, a Minimum Qualifications Waiver (MQ Waiver) may be submitted to the Probation Adult Division Manager and Probation Services Manager for consideration. MQ Waivers will be approved on a case-by-case basis. A MQ Waiver must only be submitted for a candidate with extensive experience related to the substance abuse field who is actively taking the steps to obtain the required certification(s). Copies of the candidate's degree(s) and certified transcripts shall be attached to the MQ Waiver.

If the MQ Waiver is approved by the Probation Adult Division Manager and Probation Services Manager, CONTRACTOR shall provide a progress update at six (6) months and within one (1) year of their hire date. The employee must become certified within one (1) year of being hired.

Additionally, the CONTRACTOR must submit the MQ Waiver approved by Probation, in the Automated Re-entry Management System (ARMS) for review and approval by the California Department of Corrections and Rehabilitation (CDCR).

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

A.11 Management Plan and Staffing

CONTRACTOR shall hire and train staff specifically for the delivery of Day Reporting program services. The staff will support the delivery of services to an average of 70 participants on a daily basis. The tiered pricing allows for staffing adjustments to accommodate increases or decreases in the population. Furthermore, the staffing level will also allow the CONTRACTOR to maintain a caseload ratio of no more than 1:25.

Notification of new employees, and those who are separating from employment or changing roles must be submitted within 24 hours of occurrence in writing to the Probation Division Director and Probation Services Manager.

The table below outlines CONTRACTOR staff positions and requisite experience for the intended assignment. Comprehensive job duty statements will be maintained for each position with qualifications stated in terms of experience, knowledge, skills, and abilities necessary to carry out the duties of the position and include on-going training. Spanish speaking DRC staff is desirable.

| Classification/Title | Full-Time Equivalent (FTE) | Minimum Qualifications |
|---------------------------|----------------------------|---|
| Program Manager | 1 | <ul style="list-style-type: none"> • Bachelor's degree in Human Services, Psychology, Criminal Justice, or related field required. Master's degree preferred. • Minimum of two years of experience in the criminal justice industry, with one year of supervisory experience. |
| Assistant Program Manager | 1 | <ul style="list-style-type: none"> • Bachelor's degree in Human Services, Psychology, Criminal Justice, or related field. • Minimum of two years of experience in the criminal justice industry. • Work experience may be substituted for academic studies, exchanging one year of work experience in a related field for one year of academic experience. |
| Substance Abuse Counselor | 1 | <ul style="list-style-type: none"> • Bachelor's degree in Human Services, Psychology, Criminal Justice, or related field required. Experience may be considered in lieu of a Bachelor's degree. • Experience in the criminal justice industry preferred. |

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

| | | |
|------------------------------------|---|--|
| | | <ul style="list-style-type: none"> • At minimum, must be a Registered Addiction Specialist (RAS) and have current Certification, or a RAS in the process of becoming certified within one year of being hired, and an approved MQ waiver by the Probation Adult Division Manager and Probation Services Manager |
| Employment Educational Coordinator | 1 | <ul style="list-style-type: none"> • Bachelor's degree in Human Services, Criminal Justice, Education or Employment-related field required; Master's degree preferred. • Experience working with justice involved/minority populations in an adult educational setting preferred. • Work experience may be substituted for academic studies, exchanging one year of work experience in a related field for one year of academic experience. |
| Case Manager (DRC) | 3 | <ul style="list-style-type: none"> • High school diploma or equivalent. Bachelor's degree or equivalent experience preferred. • One year of case management experience in a related field preferred. • Familiar with the criminal justice system preferred. |
| Assistant Case Manager | 2 | <ul style="list-style-type: none"> • High school diploma required. Bachelor's degree preferred. • Experience in a Human Services field preferred. |
| Part-Time Assistant Case Manager | 1 | <ul style="list-style-type: none"> • High school diploma required. Bachelor's degree preferred. • Experience in a Human Services field preferred. |

A.12 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.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

A.13 Final Clearance

Final Clearance for employees of the CONTRACTOR 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. be identified.

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

- A.13.1 No arrests or convictions during the past three years.
- A.13.2 Not currently a felon under Parole or Probation or under any supervision as a result of criminal conduct.
- A.13.3 Not required to register per Penal Code Section 290, and/or Penal Code Section 451.
- A.13.4 No conviction history involving a serious or violent felony as defined in Penal Code Section 1192.7(c) or 667.5(c).
- A.13.5 Ex-offenders may be required to provide written evidence of successful completion of probation or parole. Individuals with a conviction history involving a serious felony, as defined by Penal Code Section 1192.7, or involving a violent felony, as defined by Penal Code Section 667.5, shall be reviewed on a case-by-case basis and may be approved or denied by the Probation Department.

B. PAYMENT PROVISIONS

B.1 Compensation/Payment

The County shall pay an amount not to exceed **\$7,678,756** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

B.2 Budget

CONTRACTOR'S compensation for services rendered shall be based on the following budget and rates:

B.2.1 Budget for DRC

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 \$104,400.00 (\$1,252,800 annual) for the first year of the contract with three percent (3.0%) increases applied each year thereafter; and tiered per diem rate for clients above 50.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

| Number of Clients | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Charge Detail |
|-------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------------------|
| 0-50 | \$104,400.00 | \$107,532.00 | \$110,757.96 | \$114,080.70 | \$117,503.13 | Per Month |
| 51-75 | \$39.16 | \$40.34 | \$41.55 | \$42.80 | \$44.08 | Per Client per day additional |
| 76-100 | \$24.38 | \$25.12 | \$25.88 | \$26.66 | \$27.46 | Per Client per day additional |
| 100+ | \$23.64 | \$24.35 | \$25.08 | \$25.83 | \$26.60 | Per Client per day additional |

Note: 247 operating days a year

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 Agreement 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 terms and conditions and may cause reimbursement to be delayed or denied.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, “Payment Conditions”, of the Agreement. All invoices shall be sent to the following address or via email to 255-ProbationFinanceAP@countyofmonterey.gov:

Monterey County Probation Department
 Attention: Finance Division
 20 E. Alisal Street, 2nd Floor
 Salinas, CA 93901

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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

EXHIBIT B

Public Safety Realignment Act of 2011 (AB 109) Grant Guidelines

SUMMARY

The Public Safety Realignment Plan for Monterey County was developed by the local Community Corrections Partnership (CCP) and approved by its Executive Committee and Monterey County Board of Supervisors.

DISCUSSION

The Public Safety Realignment Act of 2011 shifts responsibility for low-level offenders and parole supervision from the state to the counties. The state will continue to incarcerate offenders who commit serious, violent, or sex crimes, but the counties will supervise, rehabilitate and manage lower-level offenders. Local authority is extended to three new populations: a) specified non-violent, non-serious, non-sex offenders (“non-non-non”), who will no longer be sent to a state prison, but could serve time in jail and/or be supervised by Probation; b) eligible offenders who, after their prison sentence, will be managed by Probation under the new Post Release Community Supervision Program (PRCS); and c) parole violators who did not commit a new crime.

The Public Safety Realignment Plan promotes the design and implementation of a system of “community-based punishment” utilizing evidence-based correctional sanctions and programming other than jail incarceration. Intermediate sanctions include Electronic Monitoring, flash incarceration, community service, participation in residential and outpatient treatment programs, and educational and vocational training services. This represents a balanced approach that combines offender case management based on classification of recidivism risk, alternatives to detention, jail management and local incarceration, and evidence-based rehabilitative and treatment services for individuals under PRCS, Mandatory Supervision, and high-risk probationers.

BASIC GUIDELINES

Both parties agree to follow the guidelines of AB 109 as set forth in the legislation and in the guidelines and interpretations by the California Board of Corrections. It is understood between the parties that AB 109 funding is intended to be used prior to June 30, 2027 for FY26-27, and that all expenditures of funds must adhere to the guidelines contained in that legislation.

It also is understood that the Probation Department bears oversight responsibility for administration of this grant and must monitor each participating agency’s adherence to mandated guidelines.

If the appropriated grant funds are discontinued or otherwise become unavailable to County during the term of the Agreement or any extension thereof, County shall have the right to terminate this Agreement by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

EXHIBIT C – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10955 AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP # 10955 for Adult Day Reporting Center (DRC) and Re-entry services for adult offenders under Probation and Parole supervision. GEO Reentry Services, LLC submitted a responsive and responsible Proposal to perform the services listed in RFP #10955.

RFP #10955 and the Proposal submitted by GEO Reentry Services, LLC on file with County Contracts & Purchasing, are hereby incorporated into the Agreement by this reference.