

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:
Turning Point of Central California, Inc.

_____ (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: Transitional housing services for eligible Post Release Community Supervision (PRCS), those sentenced pursuant to Penal Code 1170 (h)(5)(b), referred to as Mandatory Supervision, and Intensive Supervision probationers.

2.0 PAYMENT PROVISIONS:

2.1 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: \$ **845,481.00**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2024 to June 30, 2025, 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: AB 109 Grant Guidelines

Exhibit C: Public Safety Realignment Act of 2011

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 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

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 all motor vehicles, including owned, leased, 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, 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, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, 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.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.

10.5 **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.

11.0 NON-DISCRIMINATION:

11.1 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:

13.1 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.

13.2 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.

13.3 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:
Todd Keating, Chief Probation Officer	Ryan Banks, Chief Executive Officer
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 7447, Visalia, CA 93920
Address	Address
(831) 755-3913, Fax (831) 759-7246	(559) 732-8086
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.**

17.1 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).

17.2 **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.

17.3 **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.

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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

CONTRACTOR

Turning Point of Central California, Inc.

Contractor/Business Name *

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
County Counsel
Susan K. Blitch, Acting County Counsel

By:

County Counsel

Date:

3/21/2024

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

3/22/2024

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

By:

David Bolton, Risk Manager

Date:

Contractor/Business Name *

DocuSigned by:

By:

Ryan Banks

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(Signature of Chair, President, or Vice-President)

Ryan Banks, Chief Executive Officer

Name and Title

Date:

3/21/2024

DocuSigned by:

By:

William Goodall

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

william Goodall, Chief Financial Officer

Name and Title

Date:

3/21/2024

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 per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

A. SCOPE OF SERVICES

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

CONTRACTOR will offer AB109 **Transitional Housing** (Probation Transitional Housing) to all clients referred by the Probation Department and identified as AB109 funded participants. AB109 funded participants include Post Release Community Supervision (PRCS) Mandatory Supervision, and Intensive Supervision probationers. Additionally, SB823 funded clients recently released from Monterey County Juvenile Hall may also be referred to the housing program.

A.1.1 Program Overview

CONTRACTOR’s Probation Transitional Housing Program will provide residential stability to clients who are chronically homeless or who lack local support following release from custody or completion of treatment in a residential treatment facility. The amount of \$845,481 shall be allocated for transitional housing services to this target population in Monterey County.

CONTRACTOR will receive each month a Minimum Monthly Base (MMB) of \$54,871.30 based on a monthly average of up to 20 clients housed per day. CONTRACTOR may house an additional eight (8) clients at the rate of \$90.20 per client/per day for a maximum of twenty (28) clients housed per day, this fee to be calculated on a monthly basis as per the Per Diem Rate Example in Section B.1 COMPENSATION/PAYMENT.

If the monthly average in a service month falls below nine (9) clients housed per day, the parties shall meet within fifteen (15) days of such event to confer on either reduction of compensation, suspension of services, or termination of the Agreement.

The Probation Transitional Housing model offers direct placement from the street or the institution to housing with supervision and support services. Clients will be assessed for program suitability and referred to

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR by County of Monterey Probation Department (Probation). The objective of the program is to assist self-sufficiency preparation to increase clients' chance of a successful reentry into the community and help them become aware of their responsibility to society. Outcomes of the program include increased potential for not reoffending, family reunification, and housing at time of exit.

CONTRACTOR will provide housing, sustenance, supervision, and access to a full array of reentry services. Security and supervision will be provided 24/7 by experienced monitor staff.

A.1.2 Location

The Transitional Housing facility is located at 116 E. San Luis St. and has the capacity to provide housing and related services for up to twenty-eight (28) residents for up to six (6) months or longer upon approval of the Probation Services Manager. It is located in downtown Salinas with easy access to public transportation, places of business for employment opportunities, adult education and vocational training sites, substance abuse/mental health clinics, medical/dental offices, and the Probation Department.

A.1.3 Case Management Services

The program will have one (1.0 FTE) Case Manager, and one (1.0 FTE) Housing Manager for the program. The Case Manager and Housing Manager will be responsible for the following:

- (i) Ensuring an initial intake, brief assessment, and orientation is conducted within the first 24 hours of residency.
- (ii) Providing a comprehensive program orientation and full client assessment within three (3) working days of residency.
- (iii) Developing an Individual Program Plan for each client within seven (7) working days of residency.
- (iv) Conducting bi-weekly case management reviews for a systematic study of each client's needs and goal achievement.
- (v) Monitoring clients' progress and documenting step recommendations.
- (vi) Working with MC Probation and Behavioral Health on the delivery of services for shared cases.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- (vii) Initiating a multidisciplinary team meeting with Probation, and Behavioral Health as needed
- (viii) Maintaining effective communication with assigned Deputy Probation Officers.
- (ix) Community client advocacy to include information, referral, and follow-up services.
- (x) Maintaining up to date information in County’s Case Management Supervision System.
- (xi) Client status reports.
- (xii) Attendance of all Probation meetings.
- (xiii) Maintaining up-to-date client files.
- (xiv) Facilitating group social activities to promote fellowship, support pro-social skill development, and provide social event experiences without alcohol and drugs.

A.1.4 Additional Supportive Services

Clients will be provided with linen and towel supplies and there will be on-site washers and dryers for laundry. Laundry soap will be provided. Indigent clients will be given personal care items, clothes, bus passes, assistance with medication, and other support service needs.

Nutritional hot and cold meals will be provided three times per day. Sack lunches will be prepared for clients who are out during the mid-day meal. Special need diets will be accommodated per documented physical, dental, and religious needs. Residents are encouraged to participate in meal preparation and planning.

Over-the-counter medication will be provided by CONTRACTOR for non-serious illnesses and clients will be responsible for obtaining their own prescription medications. Clients may keep most prescriptions in their room or on their person; however, controlled medications will be monitored and secured in a locked cabinet and dispensed by CONTRACTOR staff.

A.1.5 Collaborative Services

The collaborative relationships that CONTRACTOR maintains will be essential to the client’s success. CONTRACTOR has partnerships with organizations such as Office for Employment Training, Department of Social Services, Sun Street Center, Food Bank for Monterey County, Natividad Medical Center, Steinbeck Library, Center for Employment Training, Clinica de Salud, the faith based community, and other community-based

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

organizations that will be relied upon to provide relapse prevention, personal, health, educational, and vocational services necessary for the client’s successful reentry. CONTRACTOR, Probation, and Behavioral Health will be the core multidisciplinary team.

A.2 ROLES AND RESPONSIBILITIES

CONTRACTOR agrees to:

1. Protect confidentiality and maintain the security of confidential information.
2. Comply with the federal Health Insurance Portability and Accountability Act (HIPPA) regarding an individual’s medical and health information.
3. Collaborate as necessary with other agencies involved in working with this population of individuals.
4. Maintain records and documentation of the services provided to individuals referred and the outcomes associated with the services they received. Submit monthly information and data to the Probation Department for program analysis, outcome, and evaluation.
5. Record all case management activities through County’s Case Management Supervision System.
6. Provide full access to the manner and specifics of the expenditures of all allocated funds from the grant.
7. Maintain a daily log of participants receiving Transitional Housing for per diem reimbursement.
8. Attend collaborative meetings and team meetings, as necessary.
9. Upon mutual agreement, provide other services as needs are identified.
10. Accept referrals for services from Probation.
11. Conduct housing needs assessments and coordinate with Deputy Probation Officers.
12. Develop individual housing plans in coordination with Deputy Probation Officers.
13. Explore all other housing resources available to the general public before using AB 109 funding.
14. Maintain a county-wide housing referral database or electronic referral list.
15. Submit reports to Probation as required.
16. Provide follow-up services to participants.

County agrees to:

1. In FY 2024-2025, provide up to a total of **\$845,481** in allocated funds from AB 109, to be disbursed monthly upon presentation, and verification of receipts,

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

timecards, or other proofs of expenditures. The primary funding source for CONTRACTOR’S services is AB 109 grant funding. However, additional funding sources such as the Juvenile Justice Realignment Block Grant (SB 823), may be used to reimburse CONTRACTOR when it has been identified that services will be provided to clients recently released from one of Probation’s Juvenile Institutions.

2. Identify Probation staff member(s) to be the primary contact to CONTRACTOR.
3. Provide CONTRACTOR with a list of the specific information needed for adequate record keeping and data gathering, including a release of information from all individuals who are referred.
4. Maintain a referral criterion that incorporates program eligibility and suitability requirements.
5. Implement terms and conditions of supervision that support participation and provide accountability.
6. Continue to integrate services including, but not limited to, employment, into the court-involved service strategy.
7. Participate in and work to increase opportunities to collaborate with other providers to improve or expand services.
8. Communicate regularly with CONTRACTOR regarding program implementation.

A.3 DATA COLLECTION

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

A.4 EVIDENCE-BASED PRACTICES AND PROGRAMS

One of the legislative intents of AB109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. It is expected that staff members will fully utilize evidence-based practices to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probation’s program evaluation of their service delivery.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**A.5 MANAGEMENT PLAN AND STAFFING**

<u>Classification/Title</u>	<u>Full-time Equivalent (FTE)</u>
House Manager	1.0
Case Manager	1.0
Monitors	4.9

Consistent with applicable law, CONTRACTOR shall inform the Office of the Chief of Probation (or designee) within two (2) business days of any personnel issues which would reasonably be expected to impact level of services or undermine the integrity of the goals of the program. Personnel issues shall include, but not be limited to any change in management level personnel or monitoring staff and/or the initiation of disciplinary proceedings against any employee. CONTRACTOR is expected to fill vacant positions to meet established staffing requirements within three (3) months from the date of such vacancy.

B. PAYMENT PROVISIONS**B.1 COMPENSATION/ PAYMENT**

County shall pay an annual amount not to exceed **\$845,481** for Fiscal Year (FY) 2024-2025 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Total compensation to CONTRACTOR not to exceed \$845,481.

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

<u>Budget Line Item</u>	<u>Budget Amount</u>
Transitional Housing Program County will pay a monthly minimum base (MMB) of \$54,871.30 based on a monthly average of up to 20 individuals per day for the service month. The MMB is all inclusive.	\$54,871.30/ per month
Total MMB Budget	\$658,455.60
Per Diem Rate CONTRACTOR may house an additional eight (8) clients for a maximum of twenty-eight (28) clients to be housed per day. Each service month that the monthly average of	\$90.20/per client/per day

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

<p>twenty (20) individuals a day is exceeded beyond the twenty (20) clients included in the MMB, County will be charged at the per diem rate per number of clients above the MMB of twenty (20) multiplied by the number of calendar days in that service month.</p> <p>Example: For the service month of November, the monthly average of clients housed is 25. CONTRACTOR will bill the County for the MMB base of \$54,871.30 plus the per diem rate for 5 clients multiplied by thirty (30) days for an additional fee of \$13,530 (\$90.20 x 5 clients x 30 calendar days) for a total cost of \$68,401.30.</p>	
Total Per Diem Budget	\$187,025.40
Total Agreement Not to Exceed	\$845,481

B.2 CONTRACTOR’S BILLING PROCEDURES

CONTRACTOR must provide a daily log of participants. CONTRACTOR shall invoice County monthly in arrears. CONTRACTOR shall submit a monthly claim for payment, with back-up documentation that provides validation of eligible expenses 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. Expenses may only be incurred prior to June 30, 2025.

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, 2025, 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 the 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

Public Safety Realignment Act of 2011

“California must reinvest its criminal justice resources to support community-based corrections programs and evidence-based practices that will achieve improved public safety returns on this state’s substantial investment in its criminal justice system. Realigning low-level felony offenders who do not have prior convictions for serious, violent, or sex offenses to locally run community-based corrections programs, which are strengthened through community-based punishment, evidence-based practices, improved supervision strategies, and enhanced secured capacity, will improve public safety outcomes among adult felons and facilitate their reintegration back into society. Community-based corrections programs require a partnership between local public safety entities and the county to provide and expand the use of community-based punishment for low-level offender populations. Each county’s Local Community Corrections Partnership, as established in paragraph (2) of subdivision (b) of Section 1230, should play a critical role in developing programs and ensuring appropriate outcomes for low-level offenders. Fiscal policy and correctional practices should align to promote a justice reinvestment strategy that fits each county. “Justice reinvestment” is a data-driven approach to reduce corrections and related criminal justice spending and reinvest savings in strategies designed to increase public safety. The purpose of justice reinvestment is to manage and allocate criminal justice populations more cost-effectively, generating savings that can be reinvested in evidence-based strategies that increase public safety while holding offenders accountable. “Community-based punishment” means correctional sanctions and programming encompassing a range of custodial and noncustodial responses to criminal or noncompliant offender activity. Community-based punishment may be provided by local public safety entities directly or through community-based public or private correctional service providers [et. seq]. “Evidence-based practices” refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post release supervision.” (CA Pen. Code, § 17.5(a)(4)-(9).)