

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement"), dated as of April 22, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and HOPE Program, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is experienced in counseling, treatment, and case management for individuals with sex offense convictions and related services; and

WHEREAS, in the judgment of the Board of Supervisors it is necessary and desirable to employ the services of Contractor for treatment of persons with sex offense convictions.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

- 1.1. Contractor's Specified Services. Contractor shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 1.2. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the

provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel. Contractor and all of its subcontractors who provide services under this Agreement, shall comply with the following requirements regarding personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. All direct service personnel must be fingerprinted before performing any services under this Agreement. Contractor's employees shall follow the fingerprinting procedure set forth in Exhibit D, incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Contractor's employees for working with the clients served under this Agreement.
- c. All persons assigned to perform services under this Agreement on behalf of Contractor are subject to background investigations performed by or under the direction of the Probation Department.
- d. All persons assigned to perform services under this Agreement on behalf of Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
- e. All licensed therapists assigned to perform services under this Agreement on behalf of Contractor shall submit copies of a valid licensure from the State of California.
- f. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.
- g. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor is responsible for arranging for training, as prescribed by the Auditor's Office, for the new Executive Director or Financial Director within 60 days of their assuming their new positions. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.
- h. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation,

sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Program Referrals. The only individuals who may participate in the Contractor's programs under this Agreement are those who have been referred to the program by the County or who are eligible for the program based on criteria approved by the County. All referrals must be submitted on approved County forms. Participation of any individual not referred by the County or through the procedures established herein shall result in the disallowance of the Contractor's costs associated with the participation of that individual in Contractor's program.

For all program services provided through Juvenile Probation, Probation shall contact minor and family participants to notify them of referral to services. Contractor shall contact family of referred minor and report the status of contacts within ten (10) business days of Probation's referral letter.

1.6. Access to Probation Department Facilities. Contractor may be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B, provided; however, that total payments to Contractor shall not exceed three-hundred thousand dollars (\$300,000) per County fiscal year with escalators for potential annual rate adjustments as described in Exhibit B without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services

performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 13. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

- 2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or, at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.
 - 2.2. Monthly Billing Statements. The Contractor shall submit Monthly Invoices within ten (10) business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Client Logs and Timesheets, in the sample formats attached hereto as Exhibit F.
 - 2.3. Manner of Payment. Payments shall be made by County within thirty (30) days of presentation of the Monthly Invoices by Contractor for services performed in the designated month. Payments shall be made only upon the satisfactory completion of the services as determined by County.
 - 2.4. Funding and Program Changes. The County reserves the right to modify levels of funding for programs and renegotiate program budgets, if needed, due to increases or decreases in funding from the State. The County also reserves the right to request changes in program design to accommodate a change in circumstances or a change in State requirements. The County Chief Probation Officer has authority to request and approve program design changes that do not significantly alter this Agreement.
3. Term of Agreement. The term of this Agreement shall be from April 22, 2025, to March 31, 2027, unless terminated earlier in accordance with the provisions of Article 4 below. Contractor's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination. Upon expiration of the initial term, County and Contractor may extend the term of the agreement for three (3) additional one-year terms. Extensions will be executed by both parties prior to the expiration of

the existing term. All termination provisions of Article 4 below apply to each of the extensions, unless amended in writing by County and Contractor.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days' written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Termination for Non-Appropriation. County may terminate this Agreement at any time, upon giving Contractor thirty (30) days written notice, for any of the following reasons:

- a. County has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;
- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.4. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Probation Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
6. Insurance. With respect to performance of work under this Agreement, Contractor will maintain and will require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.
8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties

expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:

- 9.1. Use of CLETS Data. Contractor shall refer to and comply with Exhibit G regarding use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information.

- 9.2. Contractor shall comply with the terms of the Confidentiality Requirements attached to this Agreement as Exhibit H and incorporated herein by this reference.

10. General Administration Requirements.

- 10.1. Client Entry and Exit Forms. Contractor shall complete Entry and Exit Forms, to be provided by the County. Contractor shall provide the completed form to the County within five (5) days of the date of entry or exit occurred. County shall provide descriptions or samples of the identified reports upon Contractor's request.

- 10.2. Client Tracking Forms. Contractor shall complete a Client Tracking Form to be provided by the County. Contractor shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10th) business day of every month, and on the last business day of every month. County shall provide descriptions or samples of the identified report upon Contractor's request.

- 10.3. Reporting Requirements. Contractor must comply with all data and information requests as required by AB1913 and Sonoma County Probation. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Contractor's costs associated with the participation of the particular Youth in Contractor's program. In addition, Contractor shall comply with the following:

- a. Contractor shall provide separate reports (data and outcome measures) for each program.
- b. Contractor shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.

10.4. Fiscal Management. Contractor shall maintain a financial management system to ensure control over the use of funds received by the Contractor in accordance with generally accepted accounting principles and cost allocations and Office of Budget Management (OMB) circulars A-87, Cost Principles for State, Local and Indian Tribal Governments; A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and A-122, Cost Principles for Non-Profit Organizations, as applicable.

10.5. Audit Requirement. Contractor shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular), as appropriate. Contractor shall provide the results of such annual audits to County.

10.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the 5 years, there is ongoing litigation or an outstanding audit involving those records, the Contractor shall retain the records until resolution of the litigation or audit. Refer to Exhibit E for Performance Measures and Outcomes Requirements. Such records shall include:

- a. Referral and enrollment information;
- b. Notices of termination, and successful and unsuccessful completion;
- c. Attendance records and time sheets for Youth;
- d. All files referring to Youth, including personnel files;
- e. All time sheets and documentation to support salary and benefit cost; expenditures and service and supply expenditures; and
- f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.7. Records Disclosure. Contractor shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Contractor associated with this Agreement. Records disclosure is dependent upon having appropriate signed releases of confidentiality for each client allowing sharing of information between Contractor with the Sonoma County Probation Department.

10.8. Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Contractor, Contractor shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Contractor agrees to comply with any instructions it receives from County in this regard. In the event Contractor receives any compensatory credits and refunds, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to the County.

11. Representations of Contractor.

11.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the

General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

- 11.4. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.
- 11.5. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the five years, there is ongoing litigation or an outstanding audit involving those records, the Contractor shall retain the records until resolution of the litigation or audit. See Performance Measures and Outcomes Requirements in Exhibit E.
- 11.6. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.
- 11.7. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 11.8. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 11.9. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 11.10. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.
- 11.11. Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor, Contractor's subcontractors, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials will be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor, Contractor's subcontractors, and other agents shall remain the property of those persons or entities.
- 11.12. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.
12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party

with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or email. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY

Attn: Probation Administration
Sonoma County Probation Department
7425 Los Guilicos Rd. Dept. B
Santa Rosa, CA 95409
SCPD-Juvenile-Invoices@sonoma-county.org
(707) 565-6229

TO: CONTRACTOR

HOPE Program
3170 Crow Canyon Pl. Ste. 135
San Ramon, CA 94583
Email: ssmith@hopeprogram.biz
(510) 764-2428

Correspondence sent by email shall be deemed received upon transmission as long as the sender has a written confirmation of the email, and the email is transmitted before 5:00 p.m. (recipient's time). For all other forms of transmission, correspondence shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

Any email documentation from Contractor to County containing Personally Identifiable Information must be encrypted or sent through a secure method approved by County to ensure the protection of sensitive information.

15. Miscellaneous Provisions.

- 15.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of

such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2.Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3.Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4.No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5.Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6.Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7.Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8.Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9.Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

15.10.Counterpart: Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: HOPE Program

By: _____
Name: Shannon Smith
Title: Chief Executive Officer
Date: _____

COUNTY: County of Sonoma

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Vanessa Fuchs,
Chief Probation Officer
Date: _____

APPROVED AS TO FORM
FOR COUNTY
By: _____
County Counsel
Date: _____

EXHIBITS

The table below lists exhibits that may be included in this Agreement.

Exhibit	Title / Section	Purpose	Exhibit Included in this Agreement? (Yes/No)
A	Scope of Work (Section 1.1.)	Details Contractor services provided.	Yes
B	Budget, Fee Schedule, and Rate Adjustments (Section 2.0.)	Codifies agreed upon budget, rates, and rate increases.	Yes
C	County of Sonoma Contract Insurance Requirements (Section 6.0.)	Details Contractor's required insurance.	Yes
D	Fingerprinting Procedure and Agreement to Background Check (Section 1.4.b.)	Guidelines and requirements for fingerprinting and background checks.	Yes
E	Performance Measures and Outcomes (Section 10.6.)	Describes Contractor's Results Based Accountability Plan.	Yes
F	Client Management Forms (Section 2.2.)	Supporting documentation to be included at invoicing.	Yes
G	CLETS Employee/Volunteer Statement (Section 9.1.)	Requires that volunteers or employees of Contractor attest that they understand the proper use of information from the California Law Enforcement Telecommunications System and have been alerted to legal requirements to keep this information confidential.	Yes
H	Confidentiality Requirements (Section 9.2.)	Describes Contractor's requirements to maintain confidentiality.	Yes

EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

Contractor will provide specialized sex offender treatment services for in-custody and community youth adjudicated on sex offenses, adults who have been referred by the Sonoma County Probation Department (hereinafter "Probation"), and their families. Contractor will also provide re-entry services for youth and their families in anticipation of their return to the community. Youth generally range in age from 12 to 25.

Services shall be provided virtually for adults as well as in-custody youth committed to Juvenile Hall, with in-person treatment scheduled once per month once a referral stream of 20 clients per month has been established. Prior to that, all services will be virtual.

Desired goals, objectives, and outcomes include:

- Collaboration to deliver individualized, offense-specific treatment using a model shown to reduce recidivism.
- Individual and group therapy as Contractor and County deem appropriate.
- Maintaining victim and public safety.
- Development of pro-social skills and connections of the participants served.

Contractor will provide services and participant-facing documents in English or Spanish as necessary to facilitate communication.

2. ASSESSMENT AND TREATMENT SERVICES

Contractor will provide the services described in Exhibit B to participants referred from Probation.

3. GENERAL REQUIREMENTS

All therapists will be licensed Mental Health Practitioners (MHP), such as Marriage and Family Therapists or Licensed Psychologists; or hold other closely related master's level licensure or registration; or be supervised by a licensed MHP as required by CASOMB.

Contractor will provide a curriculum to clients and Probation that outlines weekly treatment topics. Contractor will cover topics as shown in the curriculum unless agreed to otherwise in writing by Probation and Contractor.

As required by SB 1473 (revised PC290.09(b)(2)), Contractor will, as soon as possible but not later than 30 days after the assessment, provide client scores on the SARATSO dynamic tool to the Department of Justice for Adult clients.

4. JUVENILE REQUIREMENTS

- a. Contractor will provide Probation with the dynamic (JSORATT-II, STABLE-2007 and Acute-2007) and violence (LS/CMI) risk scores per the SARATSO guidelines and best practices. For example, Contractor will provide LS/CMI, JSORATT-II, STABLE-2007, and ACUTE-2007 risk scores and interpretations of risk scores to supervising officers within 120 days from the start of treatment; re-score the LS/CMI and STABLE-2007 reports annually and submit them to supervising officers within 30 days of scoring; and share subsequent scores and interpretations with the Containment Team annually.
- b. Contractor will deliver specialized treatment for youth adjudicated on sex offenses, employing the Collaborative Model recommended by the California Sex Offender Management Board (CASOMB). Treatment will include validated assessments recommended in the California's Guidelines for Assessment and Treatment of Sexually Abusive Juveniles, and individualized, written treatment plans which take into account consider the needs of offenders, juvenile-justice involved youth, families, and victims. Plans will identify the issues to be covered, intervention strategies, and goals. They will be re-assessed and revised periodically and not be time-limited. The treatment shall be supported by current professional research and practice, consistent with CASOMB recommendations for juvenile treatment at: https://casomb.org/pdf/CASOMB_Juvenile_Recommendations_January_2019.pdf.
- c. Contractor will collaborate closely with Probation and County Behavioral Health, regularly participating in team meetings and providing reports on treatment progress. Contractor will implement measures designed to ensure quality of program delivery and adherence to the model, and will identify outcomes for the treatment, including a plan for how to collect the data/information and report the outcomes to Probation.
- d. Services can be delivered virtually or in-person at Juvenile Hall for detained youth (Probation will provide office space and equipment for Contractor at the Juvenile Justice Center located at 7425 Rancho Los Guilicos Road, Santa Rosa). Contractor may deliver services in other locations agreeable to County and Contractor
- e. Contractor will comply with referral, consent, and reporting procedures required by Probation and the Sonoma County Juvenile Court. Contractor will also comply with procedures for tracking programmatic information, invoicing requirements, collection of outcome measures as specified in Exhibit E, attendance at quarterly meetings, and production of annual reports.
- f. Contractor will assertively engage youth and families from diverse backgrounds, employing culturally competent and culturally sensitive strategies, including provision of services and client-facing forms in Spanish.

5. ADULT SERVICES REPORTING AND COMMUNICATION BETWEEN CONTRACTOR AND COUNTY

To assist Probation in supervising referred participants and complying with reporting requirements, Contractor will convey information as follows.

- a. Contractor shall provide County with initial sex offense-specific evaluation and report including individual treatment goals upon intake.
- b. Contractor will provide Probation with the dynamic (STABLE-2007 and Acute-2007) and violence (LS/CMI) risk scores per the SARATSO guidelines and best practices. For example, Contractor will provide LS/CMI, STABLE-2007, and ACUTE-2007 risk scores and interpretations of risk scores to supervising officers within 120 days from the start of treatment; re-score the LS/CMI and STABLE-2007 reports annually and submit them to supervising officers within 30 days of scoring; and share subsequent scores and interpretations with the Containment Team annually.
- c. Contractor will provide a “completion of treatment” letter to supervising officers in a form approved by Probation (sample included in Exhibit F). Contractor will email this form within 30 days of program completion or 30 days before participants’ scheduled probation end date, whichever is earlier. This letter will include program requirements and the program elements that participants have completed.
- d. Contractor will notify supervising officers by phone and in writing by submitting a Status Alert within 24 hours of any participants who quit the program or are terminated by Contractor before completing programming, or do not attend their regular scheduled appointment. Additionally, Contractor will email a “termination of treatment” report to supervising officers within 10 days of termination.
- e. Contractor will email quarterly progress reports for participants to their supervising officers as needed based on a request by Probation. Sample Progress Report included in Exhibit F. These reports will additionally include the following information:
 - i. A table showing the fees Contractor has charged participants by date, the amount participants have actually paid, and the amount, if any, that participants owe Contractor.
 - ii. A table of attendance by date showing meetings scheduled and attended.
- f. Contractor’s counselors will either attend their participants’ containment meetings or update supervising officers by email or phone about participants’ progress at least one day before the containment meetings.

- g. Contractor will notify supervising officers by email or phone on the same day within 24 hours that participant(s) did not attend their scheduled group or individual appointment.
- h. Changes to treatment dosage/intensity and duration of treatment by Contractor should be in collaboration with Probation based on:
 - i. CASOMB's guidelines (page 3)
https://casomb.org/pdf/Guidelines_for_Transfer_of_Clients_between_Programs-July_2024-New.pdf
 - ii. CASOMB's guidelines (page 20)
https://casomb.org/pdf/Provider_Agency_Certification_Requirements_January_2019.pdf

6. ADDITIONAL SERVICES

Contractor will schedule all assessments, evaluations, individual and group sessions. County will schedule containment meetings, and as needed County will make referrals for polygraph examinations.

EXHIBIT B – FEE SCHEDULE

1. Juvenile Services

Contractor will bill Probation for the full cost of juvenile services. For all services provided for juvenile participants the rates are described in the table below.

2. Adult Services

- a. Contractor will bill Probation for the full cost of Intake and costs for interpreter for polygraphs service, per participant, regardless of participant's financial ability to pay. For individual and group therapy, Contractor will bill Probation between 0 and 100 percent of the cost of each individual service (group, individual counseling, etc.). Probation will inform Contractor of the percentage to charge participants during the participant referral process. Contractor will bill participants for the portion of therapy costs not paid by County. Treatment can be paused indefinitely until client pays or sets up an agreed upon payment plan, and/or clients may be allowed to continue therapy, but will not receive a completion of treatment until all charges are paid in full.
- b. The costs in the table below apply whether paid by County only, participant only, or a combination of County and participant, and apply whether Contractor provides services in person or in another format. Contractor will not charge County for cancelled or missed appointments. Contractor may charge participants for 100 percent of the cost of missed appointments or appointments cancelled within 24 hours of the meeting time regardless of the payment arrangement agreed to otherwise.

Fees for Services

SERVICE	DESCRIPTION	PRICE
Sex Offense-specific Evaluation and Report	A formal comprehensive evaluation, including an extensive structured clinical interview, review of all collateral documentation, consultation with Probation, and administration of: LS/CMI STABLE-2007 AASI MSI-II MMPI, plus PCL-R or other measures if warranted. Contractor will submit this evaluation to Probation with findings, supervision, treatment, and case management recommendations.	\$1,200
Individual Treatment	One-on-one face-to-face session with the client. Typical length of a session is 50 minutes.	\$185
Group Treatment (Pre/Post-trial)	90-minute session in a group setting with one or two CASOMB facilitators and up to 9 participants. Focus is on exploring compulsive and harmful behaviors in a peer setting.	\$75

	Specialized treatment focuses on the client's mental health stability, significant stressors which determine the ongoing case management recommendations.	
Family Treatment	60-minute session with clients and their families focusing on mutual support, understanding, and exploring and developing safety plans.	\$150
Chaperone Training and Support	60-minute session with clients and their parents/caregivers to enhance familiarity with the Seemingly Unimportant Decisions model and to enhance ability to identify high-risk situations.	\$150
Containment Meeting	60-minute session in a group setting with Contractor and Probation to track client's progress, treatment concerns, levels of risk and ensure community safety.	\$125/per client staffing
Quarterly Treatment Plan	Report created every 90 days that provides assessment and goal updates.	\$125/per Report
No Shows – all scheduled appointments	Charged if Probation does not excuse the client within 72 business hours of the scheduled appointment via email or phone call.	Charged at the price rate for each service

Rate Adjustments

County will pay Contractor based on the rates set forth in the Program Budget above. Following the first year of this Agreement, Contractor may request a rate increase based on the Consumer Price Index (CPI) for the San Francisco Metropolitan Statistical Area using the latest observed (not forecasted) consumer price data available. This information appears in the State of California Department of Finance website (https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm). If there is no growth or a decrease in the CPI, the contractor's rates will remain flat for the coming year. Approval of such request requires written confirmation from County at least 30 days before taking effect.

EXHIBIT C – COUNTY OF SONOMA CONTRACT INSURANCE REQUIREMENTS TEMPLATE #5

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the

Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering,

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation Department Sex Offender Treatment.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its Officers, Agents and Employees
Attn: Sonoma County Probation Department
7425 Rancho Los Guilicos Rd. Dept. B
Santa Rosa, CA 95409
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D – FINGERPRINTING PROCEDURE AND AGREEMENT TO BACKGROUND CHECK

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Contractor contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of Contractor staff.
2. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 707-565-2503.
3. Contractor staff-member will contact the Probation HR, at 707-565-2798 or 707-565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. Contractor staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify Contractor contact of background results.

FINGERPRINTING PROCEDURE

Any individual who may provide services under this Agreement, or who otherwise has one-on-one contact with probationers that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 707-565-2503 or sent by email to: ProbationHR@sonoma-county.org
2. To begin the fingerprinting process and to receive instructions on scheduling your fingerprinting appointment call the following numbers:

Probation	Primary Contact #	Secondary Contact #
Juvenile Probation	707-565-8667	707-565-2798
Juvenile Hall	707-565-8667	707-565-2798
Adult Probation	707-565-2798	707-565-8667
Administration	707-565-2798	707-565-8667

3. The applicant should be prepared to provide the following information for the livescan form: Name, AKA's, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.
4. The livescan form will be emailed to the applicant appointment or, if the applicant does not have access to email, they can make arrangements to pick up the fingerprint form.
5. The email will include instructions for making an appointment for the fingerprinting procedures.
6. Return the fingerprint form and the Authorization for background to ProbationHR@sonoma-county.org or, if the applicant does not have access to email, they can make arrangements to drop off the fingerprint forms.



VANESSA FUCHS
CHIEF PROBATION OFFICER

Please fill out this form completely.

Your fingerprints will not be processed if you do not fill out completely and submit this authorization form.

Agreement to Background Check

I _____ understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment work with / provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant – *please print*

Last Name: _____ First Name: _____

Agency / Organization Name: _____

☐ Adult Probation ☐ Juvenile Probation ☐ Juvenile Hall
☐ Contractor/CBO ☐ Volunteer ☐ Other _____

Applicant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

EXHIBIT E – PERFORMANCE MEASURES AND OUTCOMES

During the first six months following execution of this Agreement, and in collaboration with the Probation Department, Contractor will develop a Results Based Accountability (RBA) Pla that includes the following key elements:

1. The population-level result to which the program contributes;
2. Performance measures to answer three program-level questions: “How much did we do?” “How well did we do it?” and “Is anyone better off?”
3. A data collection method and reporting frequency for each performance measure; and
4. Identification of the frequency of Turn the Curve meetings with the Probation Department to review performance data, interpret its meaning and plan action in response.

The RBA Plan will be signed by the Contractor and the Probation Department. The RBA Plan may be modified at any time as agreed in writing by both parties.

Contractor will collect data on the performance measures detailed in the RBA Plan and will report these data based on the timeline determined in the RBA Plan. Contractor will disaggregate the performance measures by race/ethnicity, gender identity, geographic area and other demographics as agreed in the RBA Plan. Contractor will participate in Turn the Curve monitoring as agreed in the RBA Plan.

A sample plan is attached to this Exhibit.

Results-Based Accountability Plan

This Results-Based Accountability (RBA) Plan may be periodically amended as evidence in writing and signed by all parties.

1. Program Information

Organization: HOPE Program Program Name: Sex Offender Treatment

1.1. Location and region where services are to be provided (location of where client served lives):

North county: ☐ South County: ☐ East County: ☐ West County: ☐ Central County: ☐

1.2. Language services will be provided in: English: ☐ Spanish: ☐
Other:

2. Results Area

Result (outcome measures)

What population result does your program contribute to? The county has identified a list of results and population indicators for each Department. The following result is identified for the Probation Department.

2.1. Result: All youth, adults, and families in Sonoma County live crime-free, healthy and prosperous lives in safe communities.

3. Performance Measures for Program Year 1 and Ongoing

List proposed activities that you plan to monitor with performance measures	Program Performance Measures	Performance Measure Target	Data Collection Method	Data Reporting Cycle	Turn the Curve Frequency (data review and action plan)
	<u>How much did we do?</u> <ul style="list-style-type: none"> Number of participants served Number of activities 				
	<u>How well did we do it?</u> <ul style="list-style-type: none"> Participant satisfaction, retention rates, cost 				
	<u>Is anyone better off?</u> # or % skill or knowledge # or % attitude or opinion # or % circumstance/condition				

4. Reporting Requirements:

Contractor will apply, document and report on performance measures and activities detailed in the RBA Plan. These documents may be modified at any time as agreed to in writing by both parties. Contractor will report these data based on the timeline determined in this RBA Plan and participate in Turn the Curve monitoring as defined in this RBA Plan. Contractor will disaggregate the performance measures by race/ethnicity, gender, age group and geographic area for reporting when possible.

Contractor

Department Representative

Date

Date

EXHIBIT F – CLIENT PARTICIPATION MANAGEMENT FORMS - SAMPLE

a. Sample Client Tracking Sheet

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
PROGRAM - CBO								Success									
			Date	Date	Date	Date	Date	Unsuccess	Date	Date	Date	Date	Date	Date	Date	Date	Date
Probation File #	Last Name	First Name	Referral Date	Received Date	Opened Date	Entry Date	Closed Date	Exit Type	Session 1	Session 2	Session 3	Session 4	Session 5	Session 6	Session 7	Session 8	Session 9



Sonoma County
Probation
Department

7425 Rancho Los Guilicos Road
Juvenile Division: Department B
Santa Rosa, CA 95409
MAIN 707-565-6229
FAX 707-565-6342

Referral Form

Program/CBO		Referral Date	
--------------------	--	----------------------	--

<input type="checkbox"/>			
Probation Officer		Caseload Number	
Phone			

Minor's Name			PFN		K#	
Address						
Phone/Type		Phone/Type		Phone/Type		
Sex		Race		DOB		Age
School				Grade Level		

Parent		Phone	
Parent		Phone	

Sustained Offenses	
---------------------------	--

Probation Notes	
------------------------	--

ENTRY INFORMATION IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF DATE BELOW.			
Processed By		Phone Number	
		Date	

The following section is to be completed by Provider. Select an outcome on the left and enter the date of action.

<input type="checkbox"/> Entered <input type="checkbox"/> Juvenile Refused <input type="checkbox"/> CBO Declined <input type="checkbox"/> Retracted by Probation	Entry/Refusal Date 	If CBO Declined: Assessment Begin Date: Assessment End Date:
---	-----------------------------------	--

Print Name	Name of person completing the form	Phone	
Signature	Signature of person completing the form	Date	Date the form is completed.

Extension/Suspension of Services Form

This form must be submitted with each incidence of an Extension of services or a Suspension of services provided to youth under the existing contract.

PFN: _____ Name: _____

Request Date: _____

Additional Staff Hours Required (if applicable): _____

Service Provider: _____

Program Name: _____

Signature of Probation Officer: _____

☐ Extension of Services Requested ☐ Suspension of Services Requested

Dates Affected by this Request: _____

Explanation of Request:

In this section provide the reason for this request.

Examples:

- For an extension of services, is the client in need of extra weeks of services beyond the normal program scope due to a pending event that the service provider can assist with?
- For suspension of services, is the client incarcerated, or otherwise unable to participate in the program for a time, but will be rejoining the program once the issue has been resolved?

Provide specific information.

If approved, Signature of Authorized Probation Administration personnel



Sonoma County
Probation
Department

Exit Form

7425 Rancho Los Guillicos
Road
Juvenile Division:
Department B
Santa Rosa, CA 95409
MAIN 707-565-6221
FAX 707-565-6329

Program/CBO			
Referral Date		Entry Date	

Minor's Information

Name					
PFN		K#		DOB	
Age at Entry		Sex		Race	

Probation

Probation Completed Since Entry					
Sustained Offenses Since Entry					
Number of Arrest(s) Since Entry		Number of Violation(s) of Probation Since Entry		Number of Detention(s) Since Entry	

Processed By		Phone Number		Date	
--------------	--	--------------	--	------	--

Exit Date *	Enter the date the client has completed the service and make a selection below		
Result	<input type="checkbox"/> Complete	<input type="checkbox"/> Did Not Complete	<input type="checkbox"/> Probation Removed

Outcome Narrative	Enter the date the client has completed the service and make a selection below
-------------------	--

*** EXIT FORM IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF PROGRAM EXIT DATE.**

Print Name	Name of person completing the form	Phone	
Signature	Signature of person completing the form	Date	Date the form is completed

SAMPLE QUARTERLY PROGRESS REPORT

Client Name: _____
Date of Intake: _____
Clinical Name (Group): _____
Group Attendance: _____
Amount Collected: _____
Current STABLE-2007 Score: _____

Client DOB: _____
Clinician Name (Individual): _____
1:1 Attendance: _____
Outstanding Balance: _____
Current LSCMI Score: _____

Rating Guide (use definitions in scoring manual):

0 = minimal or no need for improvement
 1 = some need for improvement
 2 = considerable need for improvement
 3 = very considerable need for improvement

Sexual Deviancy	0	1	2	3
1. Admission of Offense Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Acceptance of Responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sexual Interests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Sexual Attitudes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Sexual Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Sexual Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Criminality	0	1	2	3
7. Criminal and Rule-Breaking Attitudes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Criminal and Rule-Breaking Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Self-Regulation	0	1	2	3
9. Substance Abuse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Emotion Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Mental Health Stability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Problem Solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Impulsivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Treatment & Supervision Cooperation	0	1	2	3
14. Stage of Change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Cooperation with Treatment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Cooperation with Community Supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lifestyle Stability	0	1	2	3
17. Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Residence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Finances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Supports	0	1	2	3
20. Adult Love Relationship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Social Influences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Social Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Taken from "Sex Offender Treatment Needs and Progress Scale Manual" by Robert J. McGrath and Georgia F. Cumming

Treatment Goal #1: _____
 Progress: _____

Treatment Goal #2: _____
 Progress: _____

Treatment Goal #3: _____
 Progress: _____

Group Progress/Notes: _____

Individual Counseling Progress/Notes: _____

SAMPLE TREATMENT COMPLETION WORKSHEET

Client Name:		Client DOB:	
Client CII #:		Client SSN:	
Clinician Name:		Assessment Date:	
AREA FOR CONSIDERATION	NOTES		
Section One: Cooperation With Treatment			
1. Attendance & External Compliance with Treatment Expectations	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
2. Duration of Treatment	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
3. Effort and Active Participation in Treatment	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
4. Ownership of Actions	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
5. Attainment of Agreed-upon Treatment Goals	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
Section Two: Criminogenic Needs			
6. Self-management Domain	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
7. Social Involvement Domain	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
8. Sexuality Domain	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
9. Attitudes, Schemas and Beliefs Domain	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
10. General Criminality Domain	<input type="checkbox"/> Not Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Met		
Section Three: Additional Considerations			
11. Risk Level Initial Level/Current Level (Static-99R & Stable-2007 Combined)	Initial Risk Level <input type="checkbox"/> I – Very Low Risk <input type="checkbox"/> II – Below Average Risk <input type="checkbox"/> III – Average Risk <input type="checkbox"/> IVa – Above Average Risk <input type="checkbox"/> IVb – Well Above Average Risk	Current Risk Level <input type="checkbox"/> I – Very Low Risk <input type="checkbox"/> II – Below Average Risk <input type="checkbox"/> III – Average Risk <input type="checkbox"/> IVa – Above Average Risk <input type="checkbox"/> IVb – Well Above Average Risk	
12. Individual Factor(s)			
13. Predicted Trajectory			
14. Containment Team Judgment			

With consideration of the results of this Treatment Completion Worksheet has the person completed treatment? ☐ Yes, Successful Completion ☐ No, Treatment was Not Completed

EXHIBIT G – CLETS EMPLOYEE/VOLUNTEER STATEMENT

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

As an employee/volunteer of HOPE Program, you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the “need-to-know” and the “right-to-know” basis. The misuse of such information may adversely affect an individual’s civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

“Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.”

Any employee/volunteer is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

CLETS PPP, rev 10/11

EXHIBIT H – CONFIDENTIALITY REQUIREMENTS

Contractor and its directors, officers, employees, agents, and subcontractors will ensure that:

1. All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement will be confidential, and will not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.
2. No person will publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.
3. Contractor and its officers, employees, agents or subcontractors, will not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered “voluntary” provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.
4. Contractor will comply with the requirements of 42 C.F.R. section 2.53 if Contractor requires access to alcohol and drug abuse patient records for purposes of performing evaluation services under this Agreement.
5. Access to Criminal Offender Record Information (CORI). “Criminal offender record information” is defined by Penal Code §§ 11075 and 13102 as “records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release.” Penal Code § 11076 provides that “criminal offender record information will be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be authorized access to such records by statute.” See *also* Cal. Pen. Code § 13201. As “criminal justice agencies” defined under 11 CCR § 701(a) and Penal Code § 13101, the Sonoma County Probation and Sheriff’s Office are affirmatively authorized to the release of CORI, including State and Local Summary Criminal History Information, and California Law Enforcement Telecommunications System (“CLETS”), as needed in the course of their duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq. The Probation and the Sheriff’s Office, in accordance with the California Department of Justice (DOJ) “CLETS Policies, Practices, and Procedures,” section 1.8.3.A.4, require that all persons, including volunteers and private vendor personnel, with access or potential access to CORI, including, but not limited to, information from CLETS, local County records, and the Integrated Justice

System (IJS), will receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) trainer. As access, or potential access to CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, and volunteers and contract staff may have access to facilities where CORI is created, stored, handled or discussed, Contractor will ensure that all employees, agents, volunteers and subcontractors complete CORI/CLETS training prior to accessing CORI under this agreement. CORI/CLETS training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department or the Sheriff's Office. Contractor will assure that all employees, agents, volunteers, and subcontractors that have not received CORI/CLETS training complete CORI/CLETS Training. As part of the CORI training, contractor employees, agents, volunteers and subcontract personnel will be required to sign a CLETS Employees/Volunteer Statement form (Exhibit G). Use of County Data/Information Contractor staff assigned to this contract may have access to County information systems. County requires Contractor staff to read, sign acknowledgment of receipt, and comply with Sonoma County Administrative Policy 9.2 Information Technology Use and Security Policy Manual (https://sonomacounty.ca.gov/Main%20County%20Site/Administrative%20Support%20%26%20Fiscal%20Services/HR/Employee%20Resources/Administrative%20Policy%20Manual/9-2%20IT%20Use%20and%20Security%20Policy/IT-Use-Security-Policy-Manual_Final.pdf). Contractor will require its staff assigned to this contract to read said policy and sign the acknowledgement of its receipt. Contractor will maintain documentation of compliance with the requirement to read and acknowledge receipt of the policy and will require its staff assigned to this contract to comply with said policy.