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 Jeanette M. Gilbert, Marriage and Family Therapy Inc. (T2) (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is experienced in counseling and treatment of adult and juvenile 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:

<u>AGREEMENT</u>

1. Scope of Services.

- 1.1. <u>Contractor's Specified Services</u>. 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. <u>Cooperation With County</u>. 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. <u>Assigned Personnel</u>. 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 the 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. <u>Program Referrals</u>. 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); and (iii) the hourly rate or rates of the persons performing the task(s). 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. <u>Overpayment</u>. 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. <u>Funding and Program Changes</u>. 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. <u>Term of Agreement.</u> 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. <u>Termination Without Cause</u>. 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. <u>Termination for Cause</u>. 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. <u>Termination for Non-Appropriation</u>. 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. <u>Payment Upon Termination</u>. 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. <u>Authority to Terminate</u>. 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. <u>Insurance.</u> 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent

must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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. <u>Confidentiality Requirements.</u> Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:
 - 9.1. <u>Use of CLETS Data</u>. 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. <u>Client Entry and Exit Forms</u>. 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. <u>Client Tracking Forms</u>. 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 California Government Code 30061 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 as described in Exhibit E.
- b. Contractor shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.
- 10.4. <u>Fiscal Management</u>. 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 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).
- 10.5.<u>Audit Requirement</u>. 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. <u>Records Maintenance</u>. 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. 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, including records to verify the consistent application of quality assurance processes as described in Exhibit E. 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 Jeanette M. Gilbert, Marriage and Family Therapist inc. and associates with the Sonoma County Probation Department.

- 10.8. <u>Program Income Reporting</u>. 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. <u>Status of Contractor</u>. 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. <u>Taxes</u>. 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. <u>Records Maintenance</u>. 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. <u>Conflict of Interest</u>. 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. <u>Nondiscrimination</u>. 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. <u>AIDS Discrimination</u>. 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. <u>Assignment of Rights</u>. 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. <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.
- 12. <u>Demand for Assurance.</u> 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. <u>Assignment and Delegation</u>. 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 600 Administration Dr. Room 104J

Santa Rosa, CA 95403

SCPD-AdultService@sonoma-county.org

(707) 565-6229

TO: CONTRACTOR Jeanette M. Gilbert, Marriage and Family

Therapy Inc. (T2) 46 St James Drive Santa Rosa, CA 95403 mftjeanette@gmail.com

(707) 889-0353

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. <u>Construction</u>. 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. <u>Consent</u>. 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. <u>No Third-Party Beneficiaries</u>. 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. <u>Applicable Law and Forum</u>. 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.<u>Captions</u>. 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. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.9.<u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.
- 15.10. <u>Counterpart; Electronic Signatures</u>. 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.

| By: | |
|---------|--|
| | Jeanette M. Gilbert, Marriage and Family Therapy Inc. (T2) |
| | |
| COUNTY: | County of Sonoma CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COUNTY: |
| Ву: | |
| | Vanessa Fuchs, Chief Probation Officer |
| | |
| | APPROVED AS TO FORM FOR COUNTY |
| Ву: | |
| 5 . | County Counsel |

CONTRACTOR: Jeanette Gilbert.

EXHIBITS

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

| Exhibit | Title / Section | Purpose | Exhibit Included in this Agreement? (Yes/No) | |
|---------|---|--|--|--|
| А | Scope of Work (Section 1.1.) | Details Contractor services provided. | Yes | |
| В | Budget, Fee Schedule, and Rate Adjustments (Section 2.0) | Codifies agreed upon budget, rates, and rate increases. | Yes | |
| С | 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 | |
| Е | Performance Measures and Outcomes (Section 11.5.) | Describes Contractor's Results Based Accountability Plan. | Yes | |
| F | Client Participation 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 | |
| Н | Confidentiality Requirements (Section 9.2.) | Describes Contractor's requirements to maintain confidentiality. | Yes | |

EXHIBIT A - SCOPE OF WORK

Role of Probation, Client, and Contractor

Contractor collaborates closely with Probation to ensure the achievement of program goals by establishing a coordinated approach to supervision and treatment. This includes monthly Containment Team Meetings (CTMs) to review the client's progress, discuss treatment goals, and identify any potential barriers to success. These meetings will involve key stakeholders, including probation officers, therapists, and polygraph examiners, to ensure a collaborative approach to the offender's risk and needs.

Contractor will use a shared platform with restricted access to promote collaboration, communication, and information sharing with Probation on each client in the program. The platform will contain risk assessments, polygraph reports, attendance and payment records, quarterly progress reports, and the Treatment Module Tracker (TMT) which outlines specific milestones, assignments, and program goals completed for each client. This platform will be available to Probation 24/7.

Contractor shall provide County with initial sex offense-specific evaluation and report including individual treatment goals upon intake.

Progress reports will be provided on a quarterly basis as needed and at the request by Probation. A sample Progress Report is included in Exhibit F.

Additionally, ACUTE assessments (described further below) will be provided on a monthly basis for identifying current needs levels pertaining to criminogenic risk factors. The TMT will be continuously updated to reflect accurate data. All above reports will be available on the shared platform with Probation. Contractor will complete dynamic risk assessments on each client biannually. These scores will be shared and discussed with the supervising officer within 30 days of scoring each tool.

Clients found out of compliance with program and/or probation terms will be placed on a Program Probationary Status. The client and probation will be provided with a detailed report communicating the details of non-compliance along with a structured action plan specifying steps to resolve the noted areas of concern. If client fails to make satisfactory progress or does meet outlined and agreed upon expectations within a 90-day timeline, they may be terminated from treatment. This decision will be made in collaboration with the client's supervising officer.

For polygraph examinations, the contractor will work directly with polygraph examiners to tailor the scope and structure of polygraph testing to match the client's current risk and treatment needs. This ensures that polygraph examinations are targeted and relevant, providing an additional tool for monitoring compliance and assessing risk factors.

Changes to treatment dosage/intensity and duration of treatment by Contractor should be in collaboration with Probation based on:

- a. CASOMB's guidelines (page 3)
 https://casomb.org/pdf/Guidelines_for_Transfer_of_Clients_between_Programs-July_2024-New.pdf
- b. CASOMB's guidelines (page 20) https://casomb.org/pdf/Provider_Agency_Certification_Requirements_January _2019.pdf)

Reporting Time Frames

| Referral Scheduling | Within 5 days of receipt | | |
|------------------------------|--|--|--|
| Intake Report | Within 30 days | | |
| Quarterly Progress Reports | Every 3 months | | |
| Quarterly Attendance | Every 3 months | | |
| Reports | | | |
| Quarterly Client Account | Every 3 months | | |
| Statement | | | |
| Termination of Treatment | Notification to Probation immediately | | |
| Termination Reports | Within I week of termination date | | |
| Risk Assessment Reports | Every 6 months | | |
| Completion of Treatment | Draft 30 days prior to COT/Final within 30 days of | | |
| Letter | COT; Completion of Treatment Certificate | | |
| | (sample in Exhibit F) to be provided to | | |
| | Probation. | | |
| Reporting of Missed Sessions | Same Day Notification | | |
| Probationary Status Report | Within 1 week of Program Probation status date | | |
| ACUTE Assessment | Immediate notification upon high | | |
| | importance/high risk situations and at monthly | | |
| | intervals | | |

Services Provided

- Offender Group Counseling Sessions
- Offender Individual Counseling
- Non-offending Partner Support Group
- Non-offending Partner Individual Counseling
- Family/Couple Sessions
- Victim Clarification/Apology Sessions
- Victim Counseling Services
- Chemical Dependency Group
- Informed Responsible Adult Education/Screening Sessions
- Intake/Treatment Plan
- Dynamic and Violence Risk Scoring per SARATSO guidelines
 - Options: LS/CMI, STABLE, SOTIPS, SRA/FVL
- Polygraphs in conjunction with Michele Hoff, Accurate Polygraph Services
 - Options: Sexual History, Instance Offense, Maintenance
- Quarterly Progress Reports

- Containment Meetings
- Completion of Treatment Letters/Certificates
 - Draft of expected completion of treatment approximately 30 days prior to scheduled probation end date
 - Final draft within approximately 30 days of completion of treatment
- Termination Reports

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.

Group Therapy

Structured group sessions provide support while promoting accountability and peer learning opportunities. Groups address a comprehensive set of topics designed to reduce recidivism, including:

- Boundaries
- Consent
- Coping skills
- Communications styles and skills
- Substance use
- Empathy
- Gender and sexuality
- Growth and development
- Intimate partner violence
- Goals
- Impulse control
- Pornography and addiction
- Problem-solving
- Prosocial behavior
- Relationships
- Self-esteem
- Risk cycle
- Safety plan
- Respect
- Sexual objectification
- Sexual health and education
- Sexual deviance
- Shame and guilt
- Trauma and resilience
- Morals and values
- The stages of change
- Relapse prevention

Contractor will conduct group sessions at different times throughout the day and evening to give options to reduce hardship with employment and accommodate

career opportunities. Contractor will conduct groups in person, with the exception of virtual sessions for specialized groups where the most appropriate therapist is not available in person (i.e., specialized language groups, female groups, male victim groups, special needs groups). Additionally, Contractor may conduct virtual groups under special circumstances in which therapists become unavailable (i.e., sickness, relocation). In these specific cases, Contractor will have clients attend sessions in person, with the therapist attending real-time, through video on a large screen. As requested by County, Contractor will hold sessions virtually for both client and therapist.

For non-English sessions, if a therapist is not available through telehealth, Contractor will use secure, real-time translation services. Contractor is not responsible for paying for translators if it is deemed necessary by County. Cost of service will be included in monthly invoice.

Group sessions will be weekly or as agreed upon by County and Contractor. Standard group sessions are 90 minutes in duration with five or more participants. For groups with four or fewer participants, session duration will be 60 minutes. Special needs groups will be 60 minutes.

Individual Therapy

One-on-one sessions with a clinician will focus on individualized goals developed for clients and their specific offenses, risk factors, and progress in cognitive and behavioral changes.

Sessions will be conducted either in person or virtually, depending on each individual situation. Non-English individual sessions will follow the same guidelines as above.

Contractor will follow California Sex Offender Management Board (CASOMB) protocol as listed below:

Guidelines for Telehealth (standardizing CASOMB protocol): In-person therapy is the preferred method of treatment for group therapy. Per CASOMB guidelines, telehealth is an alternative to in-person therapy in circumstances in which in-person therapy does not provide the highest level of therapy, is not readily available, or the in-person therapy creates a hardship for the client. Under law, "telehealth" is the mode of delivering health care via information and communication technologies, including, but not limited to, telephone and/or internet. With modern advances in technology, most individuals can use telehealth options that include video. This allows the therapist to see the client, assess their self-care, hygiene, and read non-verbal cues.

CASOMB guidelines state that the containment team should consider the benefits of utilizing telehealth in the following situations:

- When CASOMB-certified treatment providers are not available within a reasonable distance (i.e. rural areas).
- When commuting to treatment creates an undue hardship for the client (e.g. lack of transportation, excessively long commutes on public transportation, commutes that interfere with employment).
- When the client is homebound or has medical problems that preclude them from attending sex offender treatment and they continue to pose a risk to the community.
- When local CASOMB-certified treatment providers do not offer services in the client's language, and a CASOMB-certified treatment provider in another county provides therapy in the client's language.
- When following county medical guidelines during extraordinary circumstances.

EXHIBIT B - FEE SCHEDULE

1. OVERVIEW COST OF SERVICE

This Exhibit B describes County's payments to Contractor for services provided under this Agreement, as well as allowable charges and required documentation from Contractor.

1.1. Juvenile Services

Contractor will bill Probation for the full cost of juvenile services.

1.2. 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.

2. FEE SCHEDULE

2.1. For the services described in Exhibit A, Contractor will charge per the table below.

| Activity | Description | Cost |
|-------------------------------|---|---------------|
| Intake | Appointment to complete consent | \$750 |
| | forms, questionnaires, and review | |
| | program and clinic requirements | |
| | including how the program operates | |
| | and expectations. Clinical interview | |
| | reviewing clients' | |
| | family/developmental, | |
| | educational/employment histories. | |
| Group Therapy | Standard 1 group session/week | \$75 |
| Individual Therapy | Standard 1 individual session/week | \$150 |
| No Shows | Client must cancel prior to 24 hours to | At same rate |
| | avoid a No Show. Client is responsible | as if |
| | for full payment. Treatment will be | attended |
| | paused until payment has been | |
| | received | |
| Quarterly Progress Report | Contractor's therapeutic progress | \$100 per |
| | report, table of fees and attendance | |
| Routine Court Report | Two pages or less, not including | No Charge |
| | updated risk assessment scores | |
| Containment Meetings | Initial 2-hours | No Charge |
| Containment Meetings | After initial 2 hours, containment | \$200 |
| (after initial 2 hours) | meetings will be billed per hour | |
| Polygraphs | 2 hours of collaboration and | No Charge |
| | preparation calls with Accurate | |
| | Polygraph Services who already | |
| | contracts with Sonoma County | |
| | Probation | |
| Family Sessions | Informed Responsible Adult | \$150 |
| | assessment/interview appointments. | |
| | 50 minutes | |
| Risk Assessments | Assessments recommended to be | \$75 per |
| | scored every 6 months | |
| ACUTE Reports | Notifications, phone calls, emails and | No Charge |
| | other collaboration of high | |
| | importance/high risk situations | |
| Termination of Treatment | Contractor standardized termination of treatment letter | No Charge |
| Computation of Treatment | | No Chaire |
| Completion of Treatment | Contractor standardized completion of | No Charge |
| Culp on link lite via average | treatment letter | 11: to 63 500 |
| Cyber liability insurance | Cyber liability insurance | Up to \$1,500 |

- 3. If for any reason a contractor, therapist or personnel is requested in court or subpoenaed, there will be a charge of \$450.00/hour paid by the requestor (client or Probation). This charge will apply to written reports, preparation of documents, etc., and time accrued on the phone or in person. Travel time will be flat fee of \$30 to cover gas. Additionally, in-depth court reports exceeding two pages or requiring updated assessments will be discussed and estimated on a case-by-case basis where cost will be determined.
- 4. Therapists are independent contractors, and Contractor therefore cannot mandate their prices for individual counseling services per National Labor Relations Act (ex. NLRA executive order 11246). The above pricing is what will be charged to County and clients referred by County. However, clients being seen prior to placement on probation can continue to be seen at the rate agreed to prior to being referred by Probation.
- 5. If offenders request a detailed certificate of completion in lieu of the completion of treatment letter provided to probation, they will be charged directly.
- 6. If it is more convenient for an offender to use a credit card or other bill pay for payment they will be charged the extra fee/percent rate added by the credit card or bill pay or service if there is one. They will be notified of this fee or fees/charges before the charge and will sign documentation stating that they are aware of this and agree to the fees/percent rate added.

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.** <u>Required Evidence of Insurance</u>: 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.** <u>Required Evidence of Insurance</u>: 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: <u>Sonoma County Probation Department Sex Offender Treatment.</u>
- **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: Probation Department 600 Administration Dr. #104-J Santa Rosa, CA 95403

- **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.



Please fill out this form completely.

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

| this authorization form. | | | |
|---|---|---|--|
| Agreement to Backgrou | und Check | | |
| in order for me to be co clients of the Sonoma Co a background check be Probation to conduct su | stitution of the Stat Insidered for assig Dunty Probation Do I run on me by Pro Ich a background on In from and agains | e of California nment work v epartment (Pr bbation. I here check on me. | e a right to privacy a. I further understand that with / provide services to obation), it is necessary that eby consent and permit In addition, I hereby release claims, liability, or damages |
| come into contact with of that in the course of bei understand that in the confidential conversation | confidential and pring employed, I mourse of being erons. I agree that I confidential and to do so by law. | rivileged docul ay hear privile mployed, I ma will keep thes | |
| | | | |
| Last Name: | Fir | rst Name: | |
| Agency / Organization I | Name: | | |
| ☐ Adult Probation | □ Juvenile Proba | ation | □ Juvenile Hall |
| □ Contractor/CBO | □ Volunteer | □ Other | |
| Applicant Signature: | | | Date: |
| Witness Signature: | DEDECOMANCE | | |

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) Plan 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: Jeanette Gilbert Program | am Name: Sex Offender Treatment |
|----|--|---------------------------------------|
| | 1.1. Location and region where services a client served lives): | are to be provided (location of where |
| | North county: ☐ South County: ☐ Ea | st County: □ West County: □Central |
| | County. | |
| | 1.2. Language services will be provided in | n: English: □ Spanish: □ |

2. Results Area

Result (outcome measures)

Other:

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) |
|---|--|----------------------------------|------------------------------|----------------------------|--|
| | How much did we do? Number of participants served Number of activities | | | | |
| | How well did we do it? Participant satisfaction, retention rates, cost | | | | |
| | Is anyone better off? # or % skill or knowledge # or % attitude or opinion # or % circumstance/ condition | | | | |

| , | | | |
|----|-----------|-----------|--------|
| 4 | Reporting | Requirem | ents: |
| ٠. | reporting | requirein | CITCO. |

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 AND ASSESSMENT FORMS - SAMPLES

(a) Client Sign-In Sheet

| Individual or Family Services |
|--|
| Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid. |
| Client Sign-In Sheet |
| CBO PROGRAM |
| Billing Month and Year |

| Date | Time In | Time Out | Client Name | Client Signature | Staff Name | Staff Signature |
|------|------------|-------------|-------------|---------------------|------------|-----------------|
| | 1111 | Out | | Signature | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(b) Group Sign-In Sheet

Group or Group Parenting Services

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

| Group Sign-In She | eet | | | |
|-------------------|------------|-----------|-------|--|
| CBO PROGRAM | | | | |
| Billing Month and | Year | | | |
| Date of Group | Start Time | End Time | Hours | |
| | | | | |
| Participants | | | | |
| Name (print) | | Signature | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 14. | | I | | |
| Staff | | | | |
| Name (print) | | Signature | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(c) Sample Client Tracking Sheet

| | A | В | C | D | E | F | G | H | 1 | J | K. | L | M | N | 0 | p | Q | R |
|---|------------------|------------|------------|---------------|---------------|-------------|------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| П | PR | DGRAM - CB | 0 | | | | | | Success | | | | | | | | | |
| _ | | | | Date | Date | Date | Date | Date | Unsuccess | Date |
| | Probation File # | Last Name | First Name | Referral Date | Received Date | Opened Date | Entry Date | Closed Date | ExitType | Session 1 | Session 2 | Session 3 | Session 4 | Session 5 | Session 6 | Session 7 | Session 8 | Session 9 |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | |



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

| Program/CBO | | | | | | oforr | al Date | | |
|----------------------|----------------|-------------|-----------------|---------------------|---------|----------------|----------|--------|-----------------|
| Program/CBC | | | | | • | CICIT | ii Date | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Probation Officer | | | | | | aselo Iumbe | | | |
| Phone | | | | - | | •• | | | |
| Pilotie | | | | | | | | | |
| | | | | | | | ſ | | _ |
| Minor's Name | | | | | PFI | 1 | | K# | |
| Address | | | | | | | | | |
| Addiess | | | | | | | | | |
| Phone/Type | | | Phone/Type | | F | hone | /Type | | |
| Sex | | Race | | DOB | | | Age | | |
| School | | | | | | irade | Level | | • |
| | | | | | | | | | |
| Parent | | | | | F | hone | | | |
| Parent | | | | | F | hone | | | |
| | | | | | | | | | |
| Sustained | | | | | | | | | - |
| Offenses | | | | | | | | | |
| | | | | | | | | | |
| Probation | | | | | | | | | |
| Notes | | | | | | | | | |
| | | | | | | | | | |
| ENTRY INFORMATIO | N IS DUE TO | OPPORATIO | ON DEPARTMENT | WITHIN 14 DAYS OF D | DATE B | =LOW | | | |
| Processed By | NIS DOL IN | J F KODATIO | Phone Numb | | |) Date | | | , |
| | | | | | | | | | |
| The following secti | on is to b | | | | ne on t | he left | and ente | r the | date of action. |
| | | Entry/Ref | usal Date | If CBO Declined: | | | | | |
| ☐ Juvenile Refused | | | | Assessment Begin | | | | | |
| ☐ CBO Declined | | | | Date: Assessment | | | | | |
| | - I - ! | | | End Date: | | | | | |
| ☐ Retracted by Pr | noiredo | | | LIG Date. | | | | | |
| | | | | | | | | | |
| Print Name | Name | of person o | completing the | form | Pho | ne | | | |
| a | Classical | | | ble e fe use | | | Г | Date t | he form |
| Signature | Signati | are ot pers | on completing t | Ineform | Date | 9 | | | pleted. |

| 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 |

(e) Extension/Suspension of Services Form



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

| Program/CBO | | | | | | | | | |
|--|-------------|---|------------------|---------------|------------------------------------|--------|------------|-------------|---------|
| Referral Date | | | | | | Entry | / Date | | |
| —————————————————————————————————————— | tion | | | | | | | | |
| Name | .1011 | | | | | | | | |
| PFN | | | K# | | | DOB | | | |
| | | | Sex | | | Race | | | |
| Age at Entry | | | Sex | | | Race | | | |
| Probation | | | | | | | | | |
| Probation Com Since Entry | pleted | | | | | | | | |
| Sustained Offenses Since Entry | | | | | | | | | |
| Number of Arre | | Number of Violation(s) of Probation Since Entry | | | Number of Detention(s) Since Entry | | | | |
| | | | | | | | | | |
| Processed By | | | Phone Numb | ber | Date | | | | |
| | | | | 1 . 1. | | | | | · · |
| Exit Date * | | | the client has c | • | | | | | |
| Result | □ Co | mplete | | ☐ Did No | t Comple | ete | ☐ Prob | ation Ren | noved |
| Outcome Narra | | below | ne date the cli | | | | vice and n | nake a sele | ection |
| *EXIT FORM IS DUE | TO PROBA | TION DEPA | RTMENT WITHIN 1 | 4 DAYS OF PRO | OGRAM EXIT | ΓDATE. | | | |
| Print Name | Name | e of perso | n completing t | the form | Phone | | | | |
| Signature | Signa | Signature of person completing the form | | | Date | | Date the | form is con | npleted |

SAMPLE QUARTERLY PROGRESS REPORT

| Group Attenda | (Group): nce: ted: | | Clinician Name (Individual): 1:1 Attendance: | | | | | | |
|-----------------|---|---|---|---|-------|--|--|--|--|
| | E-2007 Score: | | | | | | | | |
| | Rating Guide (use definitions in | n scoring manual): 0 = mi 1 = so 2 = co | 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 | | | | |
| | Admission of Offense Bet Acceptance of Responsib Sexual Interests Sexual Attitudes Sexual Behavior Sexual Risk Management | ollity | 00000 | | | | | | |
| | 7. Criminal and Rule-Breakin 8. Criminal and Rule-Breakin | | 1 | 2 | 3 | | | | |
| | 9. Substance Abuse 10. Emotion Management 11. Mental Health Stability 12. Problem Solving 13. Impulsivity | ° 0000 | 1 | 2 | 3 | | | | |
| | Treatment & Supervision Coo 14. Stage of Change 15. Cooperation with Treatme 16. Cooperation with Commu | ent | 1 | 2 | 3 | | | | |
| | Lifestyle Stability 17. Employment 18. Residence 19. Finances | 0 | 1 | 2 | 3 | | | | |
| | Social Supports 20. Adult Love Relationship 21. Social Influences 22. Social Involvement | ° | 1 | 2 | 3 | | | | |
| Treatment Goal | Offender Treatment Needs a | | | | | | | | |
| Treatment Goal | #2: | | | | | | | | |
| Treatment Goal | #3: | | | | | | | | |
| Group Progress, | | | | | | | | | |

SAMPLE TREATMENT COMPLETION WORKSHEET

| | | _ | | | | |
|--|--|--|------------|---|---------------------|--|
| Client Name: | | | | Client DOB: | | |
| Client CII #: | | | Client SSI | N: | | |
| Clinician Name: | Clinician Name: | | | | Date: | |
| AREA FOR CONSIDE | RATION | | | NOTE | s | |
| Section One: Cooperati | on With Tre | eatment | | | | |
| Attendance & External Compliance with Treatment Expectations | □Not Met □Partially Met □Met | | | | | |
| 2 . Duration of Treatment | □Not Met □Partially Met □Met | | | | | |
| Effort and Active Participation in Treatment | □Not Met □Partially Met □Met | | | | | |
| 4 . Ownership of Actions | □Not Met □Partially Met □Met | | | | | |
| Attainment of Agreed- upon Treatment Goals | □Not Met □Partially Met □Met | | | | | |
| Section Two: Criminogo | | | | | | |
| Self-management Domain | Not Met Partially Met Met | | | | | |
| Social Involvement Domain | □Not Met □Partially Met □Met | | | | | |
| Sexuality Domain | □Not Met □Partially Met □Met | | | | | |
| Attitudes, Schemas and Beliefs Domain | Not Met Partially Met | | | | | |
| 10. General Criminality Domain | □Not Met □Partially Met □Met | | | | | |
| Section Three: Addition | al Conside | rations | | | | |
| 11. Risk Level Initial Level/Current Lev (Static-99R & Stable-2007 | ☐ II – Belo ☐ III – Ave ☐ IVa – Ab | Low Risk w Average rage Risk ove Averag | Risk | Irrent Risk Le I – Very Low II – Below A III – Average IVa – Above IVb – Well A | Risk verage Risk | |
| 12. Individual Factor(s) | | | | | | |
| 13. Predicted Trajectory | | | | | | |
| 14. Containment Team Jud | gment | | | | | |
| With consideration of the retreatment? Yes, | sults of this T Successful (| | | Worksheet ha | | |

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 <u>Jeanette M. Gilbert Marriage and Family Therapy Inc.</u>, 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, re | ev 10/11 |

EXHIBIT H - CONFIDENTIALITY AGREEMENT

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 <u>Data/Information</u> 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%20Sup port%20%26%20Fiscal%20Services/HR/Employee%20Resources/Administrativ e%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.