

**MEMORANDUM OF UNDERSTANDING BETWEEN
SACRAMENTO COUNTY OFFICE OF EDUCATION,
NEVADA COUNTY, and PLACER COUNTY**

This Memorandum of Understanding (MOU or Agreement) is among the Sacramento County Office of Education (SCOE), Nevada County Probation (NC Probation), and Placer County Probation (PC Probation). The purpose is to set forth the terms by which SCOE will provide services to NC Probation participants at PC Probation's Tahoe Vista facility.

SCOE provides evidence-based services that address the causes of re-offending behavior among justice-involved individuals. These services align with the goals of reducing recidivism and promoting public safety.

SCOE currently provides these services for Placer County Probation and California Department of Rehabilitations and Corrections (CDCR) clients in Placer County through its Placer Re-Entry Program (PREP). The PREP site is co-located with PC Probation in Tahoe Vista and could be accessible to some NC Probation clients who live in or near Placer County. Accordingly, the Parties enter into this Agreement for SCOE to provide services to NC Probation clients at the PREP location in Tahoe Vista.

A. TERM OF MOU

The term of the MOU shall become effective upon final execution by all parties hereto and shall expire on June 30, 2025. Any party may terminate this Agreement by giving 30 days written notice to the other parties.

B. SCOPE OF SERVICES

1. SCOE will:

- a. Provide case management services for up to 15 adult NC Probation clients and 5 juvenile NC Probation clients at any one time.
- b. Conduct assessments and develop an individualized case plan for each client.
- c. Send 30-day progress updates to the NC Probation officer of record.
- d. Conduct individual client meetings weekly or as needed based on client needs.
- e. Provide, and/or collaborate with local community-based organizations to provide, curriculum and programming components for participants of all genders and including for the following subject areas: anger management, employment preparation, life skills, theft education, and cognitive behavioral therapy (CBT) programs that address the factors that cause or contribute to criminal behavior, encourage participants to adopt pro-social, law-abiding lifestyles, and focus on defects in thoughts processes that lead to self-defeating decisions.

- f. Provide virtual services to NC Probation clients with access to in-person services located at the Placer County Probation sponsored facility in Tahoe Vista. SCOE will assist in coordinating services with PC Probation to the extent necessary.
 - g. SCOE will not provide other Wraparound type services (such as transitional housing or transportation) for NC Probation clients unless the parties mutually agree in writing to the scope and cost of additional services.
 - h. If additional programs, services, classes, or curriculum are requested by NC Probation, NC Probation and SCOE will mutually negotiate an amendment to this MOU that reflects an agreed upon scope, curriculum, cost, and implementation timeline for the Additional Programs. SCOE will notify NC Probation if a program, service, class, or curriculum is no longer serving the needs of participants.
2. NC Probation will:
 - a. Refer up to 20 clients to SCOE's PREP program at one time: 15 adults and 5 juveniles.
 - b. Provide a probation officer or supervision point of contact for each client.
 - c. Have regular communication with SCOE regarding clients and program needs.
 - d. Assist with resolving behavioral incidents involving NC Probation clients to the extent necessary.
 - e. Assess and coordinate other Wraparound type services as deemed appropriate by NC Probation.
 3. PC Probation will:
 - a. Provide facilities for NC Probation clients to receive PREP services at PC Probation's Tahoe Vista location.
 4. All Parties agree that SCOE and PC Probation may remove and/or dismiss any NC Probation program participant due to behavior, safety concerns, or other extenuating circumstances without prior written notice. SCOE shall notify NC Probation staff if removal occurs. SCOE and PC Probation may notify local law enforcement of any incident or behavior that may jeopardize public safety immediately.

C. DATA MANAGEMENT

- a. SCOE will record, in SCOE's *Apricot 360* database, all participant demographic and program data to support data collection and evaluation efforts, and to provide data and information as requested by Nevada County and Placer County, in compliance with relevant confidentiality laws.
- b. SCOE will track individual participant service delivery data and outcomes related to program referrals and case management services from the initial referral and enrollment dates through program exit, including but not limited to dosage hours, attendance, and participant outcomes.
- c. SCOE will maintain a quality assurance process to audit participant and

program data and generate outcome measures. The quality assurance process shall include, at a minimum, routine participant file audits and program observations, and the use of curriculum fidelity tools.

- d. If permitted by relevant state and federal confidentiality laws, Contractor, upon termination of this Agreement, will turn over to Nevada County all data collected for Nevada County participants.

D. FISCAL

- a. Nevada County agrees to pay SCOE \$35,000 annually for the provision of services under this Agreement and during the term beginning July 1, 2024, and ending June 30, 2025. SCOE will invoice Nevada County in monthly increments.
- b. Through an amendment to this agreement and budget, Nevada County may request *Apricot 360* database user accounts for NC Probation staff at an annual rate per account per fiscal year of \$1,200. SCOE will provide for SCOE's program staff, at no cost to Nevada County, database user account usage, training, and support.

E. GENERAL TERMS

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its directors, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this Agreement.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. Subcontracts: SCOE may subcontract the services it provides pursuant to this MOU. Any subcontractors providing services under this MOU must also comply with the terms and conditions set forth herein.
4. Notice. All notices or demands to be given under this Agreement shall be in writing and given by 1) personal service or 2) US Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Service shall be considered given when received, if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The addresses for the parties are:

SCOE:

10474 Mather Blvd.
Mather, CA 95655
Attn: Michael Kast, Assistant Superintendent

Placer County:

2929 Richardson Drive, Suite B
Auburn, CA 95603
Attn: Chief Marshall Hopper

Nevada County:

109 ½ N. Pine Street
Nevada City, CA 95959
Attn: Chief Jeff Goldman

5. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
6. Confidentiality. The parties may be exposed to confidential client information in providing services under this Agreement and agree to abide by applicable confidentiality laws, including the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR, Part 2); the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (42 U.S.C. § 1320d, et seq., 45 CFR, Parts 142, 160, 162, and 164); and federal and state laws regarding the confidentiality of criminal justice records (including, but not limited to, California Penal Code §§ 11105 et seq. and 13300 et seq.). The parties will implement security measures to protect the confidentiality of such data.
7. Insurance. All parties shall maintain in full force insurance or self-insure against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by either party, its agents, representatives, or employees. Insurance requirements may be satisfied by coverage through a joint powers authority.

It is agreed that All Parties shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, one million dollars (\$1,000,000) workers' compensation, one million dollars (\$1,000,000) professional liability (Errors and omissions), and one million dollars (\$1,000,000) cyber liability.

8. Entire Agreement. This MOU constitutes the entire Agreement and understanding

of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.

9. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Nicolas Schweizer
Associate Supt. Business Services
Sacramento County Office of Education

Date:

Marshall Hopper
Chief of Probation
Placer County Probation

Date:

Jeff Goldman
Chief of Probation
Nevada County Probation

Date:

Hardy Bullock
Chair, Board of Supervisors

Date:

Attest: Clerk of the Board of Supervisors

Date:

Approved as to Form – County Counsel

Date: