

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TRI COUNTY TREATMENT
AND
NEVADA COUNTY PROBATION DEPARTMENT
FOR THE PROVISION OF MALE COMMUNITY REENTRY PROGRAM
COORDINATION OF SERVICES
July 1, 2024 – June 30, 2025**

This Memorandum of Understanding (MOU) is entered into on July 1, 2024, by and between the TRI COUNTY TREATMENT, and the COUNTY OF NEVADA, a political subdivision of the State of California, acting through the NEVADA COUNTY PROBATION DEPARTMENT, hereinafter referred to as NEVADA COUNTY. The purpose of this MOU is to set forth the types and terms of collaborative services for the Male Community Reentry Program (MCRP) between TRI COUNTY TREATMENT and NEVADA COUNTY hereinafter referred to as "Parties" collectively or "Party" individually.

WHEREAS, TRI COUNTY TREATMENT has executed a contract for the MCRP with the California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), hereinafter referred to as CDCR, to provide or arrange linkage to a range of community based, rehabilitative services that assist with substance use disorders, mental health care, employment, education, housing, family reunification, and social support; and

WHEREAS, CDCR, allows eligible inmates committed to State prison, who have approximately 730 days to 60 days prior to the Earliest Possible Release Date (EPRD), to serve the end of their sentences in the community in lieu of confinement in state prison; and

WHEREAS, TRI COUNTY TREATMENT is a multi-county MCRP and agrees to provide MCRP services to participants convicted to State Prison whose County of Last Legal Residence (CLLR) was NEVADA COUNTY; and

WHEREAS, NEVADA COUNTY does not have a MCRP and is desirous of contracting with TRI COUNTY TREATMENT to provide MCRP services to NEVADA COUNTY participants.

NOW THEREFORE BE IT AGREED between the parties to this MOU, that this MOU is subject to the provisions contained in the following Attachments/Exhibits, which are made a part of this MOU. Should there be any conflicts between this MOU and the Attachments/Exhibits that are incorporated herein, precedence shall first be given to the provisions of this MOU followed by the Attachments/Exhibits, in descending order, as indicated below:

**ATTACHMENT I-TERMS AND CONDITIONS
EXHIBIT A - SCOPE OF SERVICES**

**ATTACHMENT I
TERMS AND CONDITIONS**

1. SCOPE OF SERVICES

TRI COUNTY TREATMENT shall provide services in the manner described in Exhibit A, SCOPE OF SERVICES, which is attached hereto and incorporated herein.

2. REIMBURSEMENT

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by either Party, one to the other.

3. TRI COUNTY TREATMENT LIAISONS

TRI COUNTY TREATMENT liaisons for this undertaking who will receive notices and answer questions related to the coordination of this undertaking are identified in Exhibit A, SCOPE OF SERVICES.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by each Party under this MOU, it is mutually understood and agreed by each Party, including any and all of each Party's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an Officer, agent, servant, employee, joint venture, partner, or associate of one another. Furthermore, each Party shall have no right to control or supervise or direct the manner or method by which the other Party shall perform its work and function. Each of the Parties shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters, which are directly, or indirectly the subject of this MOU. Each of the Parties shall have no right to employment rights and benefits available to the other Party employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, each Party shall be solely responsible and hold the other Party harmless from all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, each Party may be providing services to others unrelated to the other party, or to this MOU.

5. CONFIDENTIALITY AND OWNERSHIP

TRI COUNTY TREATMENT retains the exclusive right of ownership to the work, products, inventions and confidential information produced for TRI COUNTY TREATMENT by NEVADA COUNTY, and NEVADA COUNTY shall not disclose any information, whether developed by NEVADA COUNTY or given to NEVADA COUNTY by TRI COUNTY TREATMENT, except as required to be disclosed under the Public Records Act.

6. TERMINATION

Non-Allocation of Funds: The terms of this MOU, and the services to be provided, are contingent on the approval of funds by CDCR. Should sufficient funds not be allocated, the services provided may be modified by a written agreement of duly authorized representatives of the Parties, or this MOU terminated at any time by giving thirty (30) days advanced written notice.

CDCR Contract: If the Agreement between TRI COUNTY TREATMENT and CDCR terminates, mentioned here for reference purposes only, this MOU will terminate simultaneously.

Without Cause: Under circumstances other than those set forth above, this MOU may be terminated by either party, with or without cause, upon thirty (30) days prior written notice being given by one to the other.

7. MUTUAL INDEMNIFICATION

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents, or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and hold harmless the other Party, its officers, agents, and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, each Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

8. INSURANCE REQUIREMENTS

NEVADA COUNTY shall procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or be in connection with the performance of the Work hereunder by NEVADA COUNTY, NEVADA COUNTY's agents, representatives, employees and subcontractors. At the very least, NEVADA COUNTY shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described below:

NEVADA County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under NEVADA County's participation in the CSAC Excess Insurance Authority.

9. CHANGES TO THE CONTRACT

This MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 30 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or CDCR Agreement shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including, but not limited to, TRI COUNTY TREATMENT and/or NEVADA COUNTY.

10. TERMINATION FOR EXCEEDING MAXIMUM TERM

MOUs exceeding the three-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this MOU was executed for the Tri County Treatment by the Purchasing Agent, or authorized deputy, this MOU shall automatically terminate on the date that the term exceeds three years. Amendments to this MOU, or new MOUs for essentially the same purpose, shall not be valid beyond the three-year limitation unless duly executed by the Chair of the Board of Supervisors.

11. COMPLIANCE WITH LAWS

NEVADA COUNTY shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

12. APPLICABLE LAW AND FORUM

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the Tri County Treatment.

13. CONTRADICTIONS IN TERMS AND CONDITIONS

In the event of any contradictions in the terms and/or conditions of this MOU, these Attachment I TERMS AND CONDITIONS shall prevail.

14. NON-DISCRIMINATION

During the performance of this MOU, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

15. RECORDS, AUDITS, AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

EXHIBIT A SCOPE OF SERVICES

1. SERVICE LOCATIONS

A. The MCRP programming and rehabilitative services will be provided at Tri County Treatment (Facility) located at 2740 Oro Dam Blvd. East in Oroville, CA 95966.

B. The Facility is a Department of Health Care Services licensed and Certified Alcohol or Other Drug Treatment with 24-hour supervision. Participants will reside at the Facility.

2. SERVICE PERFORMANCE MONITOR

| | |
|---------------------------|---------------------------------------|
| Name and Title: | JODY ALSDURF, PROGRAM DIRECTOR |
| Organization: | TRI COUNTY TREATMENT |
| Street Address: | 2740 ORO DAM BLVD E |
| City and Zip Code: | OROVILLE, CA 95966 |
| Phone: | 530-533-5272 |
| Email: | tctstaff@gmail.com |

3. SERVICES TO BE PROVIDED

The Tri County Treatment shall provide or arrange linkage to a range of community-based, rehabilitative services that assist with substance use disorders, mental health care, employment, education, housing, family reunification, and social support. The MCRP is designed to help participants successfully re-enter the community from prison and reduce recidivism.

4. TARGET POPULATION

- A. Eligible inmates (determined by CDCR), who are committed to State prison and have approximately 730 days to 60 days prior to the Earliest Possible Release Date (EPRD), shall be allowed to serve the end of their sentences in the community in lieu of confinement in state prison.
- B. CDCR reserves the right to increase the MCRP participant's maximum number of days left to serve.
- C. Ineligibility criteria are as follows:
 1. An inmate whose County of Last Legal Residence (CLLR) does not have a MCRP or is not served by a multi-county MCRP. An inmate approved for a transfer of supervision to a county which is served by a MCRP is eligible;
 2. Has a PC Section 290 registration requirement, an R suffix, or current or prior conviction for a sexually violent offense as defined in subdivision (B) of the Welfare and Institutions Code Section 6600;

3. California Static Risk Assessment score of five (high violence);
4. Has an escape history within the last five years, or mandatory minimum placement score (MMPS) noted for Escape;
5. Has an active or potential felony hold, warrant, or detainer;
6. Has in-custody misconduct (Division A-C offenses) within the last 12 calendar months, except physical possession of alcohol and possession of drugs (Trafficking offenses remain exclusionary);
7. Has been released from Security Housing Unit/Psychiatric Security Unit (SHU/PSU) within the last 12 calendar months;
8. Validated Security Threat Group I (STG I) pursuant to California Code of Regulations;
9. Title 15 Subsection 3378(c)

5. TERM OF AGREEMENT

This MOU shall remain in full force and effect July 1, 2024, through June 30, 2025. Upon expiration of the initial term, TRI COUNTY TREATMENT and NEVADA COUNTY may extend the term by a written and fully executed amendment to this MOU.

6. MCRP ELIGIBILITY

The MCRP is a voluntary program for Male inmates. Inmates determined eligible for placement will be reviewed by the Institutional Classification Committee and, if approved for placement, referred to the Classification Staff Representative for endorsement. All participants are subjected to mandatory electronic monitoring and must agree to the monitoring as a condition of placement. Inmates determined eligible for placement will be reviewed by the Institutional Classification Committee and, if approved for placement, referred to the Classification Staff Representative for endorsement.

7. DUTIES AND RESPONSIBILITIES OF TRI COUNTY TREATMENT

- A. TRI COUNTY TREATMENT will provide MCRP services and administer the operation of the MCRP to participants. The MCRP POLICY & PROCEDURE MANUAL may be subject to change which shall not require a written amendment to this MOU. TRI COUNTY TREATMENT shall provide NEVADA COUNTY with any MCRP POLICY & PROCEDURE MANUAL updates within 30 days of revision date.
- B. TRI COUNTY TREATMENT will provide participants with the ORIENTATION PROGRAM HANDBOOK to use as a quick reference guide to assist participant in becoming familiar with rules, expectations, and obligations of participation in the MCRP. TRI COUNTY TREATMENT shall provide NEVADA COUNTY with any ORIENTATION PROGRAM HANDBOOK updates within 30 days of revision date.
- C. TRI COUNTY TREATMENT will provide a Licensed Residential Alcohol and Drug Abuse

Recovery and Treatment Facility to house MCRP participants. TRI COUNTY TREATMENT may accommodate up to twenty (48) participants at any given time.

D. TRI COUNTY TREATMENT will maintain participants' records/files and forward the records/files to the appropriate institution, parole or probation office upon transfer/parole/discharge.

E. TRI COUNTY TREATMENT will adhere to the Agreement between CDCR, mentioned here for reference purposes only. TRI COUNTY TREATMENT will provide a copy of Agreement upon request to NEVADA COUNTY.

8. DUTIES AND RESPONSIBILITIES OF NEVADA COUNTY

A. NEVADA COUNTY shall provide participant documentation to TRI COUNTY TREATMENT upon approval by CDCR to enter into the MCRP.

B. NEVADA COUNTY shall meet with participants within two weeks of their arrival at the MCRP Facility.

C. NEVADA COUNTY shall collaborate with TRI COUNTY TREATMENT to implement the MCRP to participants originating in NEVADA COUNTY.

D. NEVADA COUNTY shall have staff readily available to TRI COUNTY TREATMENT for related service provision through telephone calls, monthly meetings, and/or response to calls for coordination of participant services.

E. NEVADA COUNTY Probation Officer assigned to the participants shall work with the TRI COUNTY TREATMENT staff, treatment staff, and/or CDCR staff to develop a continuum of care plan.

F. NEVADA COUNTY shall meet with participants to develop a post program employment and housing plan prior to the MCRP completion date.

G. NEVADA COUNTY shall help participants transition to NEVADA COUNTY Behavioral Health Department and/or the Department of Social Services for necessary services to allow for a continuum of care.

H. NEVADA COUNTY shall transport participant back to the CLLR upon parole date. TRI COUNTY TREATMENT will not be responsible for any travel expenses.

9. NOTICES

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TRI COUNTY TREATMENT
PROGRAM LIASON

JODY ALSDURF, PROGRAM DIRECTOR
2740 ORO DAM BLVD EAST
OROVILLE, CA. 95966
PHONE: 530-533-5272
FAX: 530-533-5821

NEVADA COUNTY:
PROGRAM LIASONS

JEFF GOLDMAN, CHIEF PROBATION OFFICER
109 ½ NORTH PINE STREET
NEVADA CITY, CA 95959
PHONE: 530-265-1211
FAX 530-265-6293
Jeff.Goldman@nevadacountyca.gov

STEVE SINCLAIR, PROGRAM MANAGER
109 ½ NORTH PINE STREET
NEVADA CITY, CA 95959
PHONE: 530-265-1415
FAX 530-265-6293
Steven.Sinclair@nevadacountyca.gov

FISCAL LIASONS

ANGIE COFFEY, ADMIN. SERVICES OFFICER
109 ½ NORTH PINE STREET
NEVADA CITY, CA 95959
PHONE: 530-265-1548
FAX 530-265-6293
Angelina.Coffey@nevadacountyc.gov

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

Tri County Treatment- Covered Entity

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By: _____

By: _____

Honorable Hardy Bullock
Chair, of the Board of Supervisors

ATTEST:

CONTRACTOR:

By: _____

By: _____

Tine Mathieson
Chief Deputy Clerk of the Board