



**MEMORANDUM  
PROBATION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** April 5, 2022  
**FROM:** Marshall Hopper, Chief Probation Officer  
**BY:** Chris Artim, Administrative and Fiscal Operations Manager  
**SUBJECT:** PREP Counseling and Educational Services | Agreement with Sacramento County Office of Education

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**ACTION REQUESTED**

1. Approve and authorize the Chief Probation Officer to sign the negotiated agreement with Sacramento County Office of Education and Nevada County Probation for Nevada County Probation's participation in PREP counseling and educational services for the period of July 1, 2021 to June 30, 2022. There is no cost incurred for Placer County in executing this agreement.
2. Approve the option to renew the resulting agreement for one additional one-year term, and authorize the Chief Probation Officer to sign all required documents subject to County Counsel and Risk Management approvals.

**BACKGROUND**

Since February 24, 2015 the Board of Supervisors has approved the award of Request for Proposal 10352 to Sacramento County Office of Education (SCOE), for services we know as the Placer Re-Entry Program or PREP. The Probation Department, through PREP, provides offenders, both in and out of custody, a continuum of intervention services to address adjusting criminal thinking and behavior through evidence based practices. Interventions provided should include some combination of the following: Cognitive Behavioral Thinking classes, Substance Abuse education, Education, Job Training, Mentorship and Employment Placement. Educational programming such as Motivational Enhancement for Change, Life Skills, G.E.D. preparation, Anger Management, Relational and Family skills, etc. are also necessary for offenders to learn necessary skills for success.

Originally providing services through one facility in Roseville, SCOE now provides services through three facilities (Roseville, Auburn, and Tahoe Vista). Placer County Probation and SCOE have collaborated with other agencies to maximize available services while containing costs to the greatest extent possible. Placer County Probation and SCOE have developed collaborative relationships with Nevada County Probation. This agreement allows Nevada County Probation access to services in Auburn and Tahoe. Nevada County Probation's use of this program will not result in Placer County Probation losing any access for its clients in these programs. This additional partnership will allow the continued maturation of these services while

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aiding Placer County in containing the costs associated with providing these services.

**FISCAL IMPACT**

Execution of this agreement does not result in any fiscal impact to Placer County.

**ATTACHMENTS**

MOU with Sacramento County Office of Education and Nevada County

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

This Memorandum of Understanding (MOU or Agreement) is between the Sacramento County Office of Education (SCOE), Placer County, and Nevada County. The purpose is to set forth the terms by which SCOE will provide services to Nevada County Probation (NC Probation) clients at SCOE's re-entry program facilities in Placer County and Placer County Probation (PC Probation) facilities.

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). SCOE and Placer County entered into a Consultant Services Agreement for PREP services on April 1, 2015 ("PREP Services Agreement."). This Agreement was renewed on July 1, 2020 and again on July 1, 2021. PREP sites could be easily 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 locations, as set forth below.

**A. TERM OF CONTRACT**

The term of the contract shall become effective upon final execution by all parties hereto and shall expire June 30, 2022. 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 20 NC Probation clients at any one time at SCOE PREP sites.
- 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. Facilitate classes, including but not limited to:
  - i. Addressing criminogenic needs – cognitive behavioral therapy
  - ii. Moral reconnection therapy
  - iii. Courage to Change
  - iv. Seeking Safety
  - v. Anger management
  - vi. Life skills
  - vii. Employment preparation
  - viii. Vocational training

- f. Work with NC Probation to determine the need for additional services, to be provided at a mutually agreed upon additional cost. Additional service may include, but are not limited to:
    - i. AOD and Mental Health Services
    - ii. 52 Week Batterers Treatment Program
    - iii. 52 Parenting Classes
    - iv. PC1000
    - v. Theft Education
  - g. Provide services at existing Placer Re-Entry Program (PREP) locations, which are housed at PC Probation sites. SCOE will assist in coordinating services with PC Probation and the California Department of Corrections and Rehabilitation (CDCR) to the extent necessary.
  - h. SCOE will not provide other wrap-around 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.
2. NC Probation will:
- a. Refer up to 20 clients to SCOE's PREP program at one time;
  - b. Provide a Probation agent/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 wrap around services as deemed appropriate by NC Probation.
3. PC Probation will:
- a. Provide facilities for NC Probation clients to receive PREP services at its Kings Beach and Roseville facilities.
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. All Nevada County probation clients/referrals will be pre-approved by SCOE and Placer County Probation before enrolling in the program.

**C. FISCAL**

Nevada County agrees to pay SCOE \$35,000 per fiscal year for the provision of services under this Agreement. SCOE will invoice Nevada County monthly. All billing/invoices should be sent to:

Nevada County Probation Department  
 Attn: Fiscal Staff  
 109 ½ Pine Street  
 Nevada City, CA 95959

**D. 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 director, 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: Jackie White, Asst. Superintendent  
**Placer County Probation:**  
2929 Richardson Drive, Suite B  
Auburn, CA 95603  
**Nevada County Probation:**  
*109 1/2 N. Pine Street*  
*Nevada City, CA 95959*  
*Attn: Michael N. Ertola, CPO*
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. Coverage shall be at least as broad as:
  - a. Commercial General Liability (CGL) Insurance, Insurance Services Office Form 00 01 covering CGL on an occurrence basis with limits of no less than \$1,000,000 per occurrence.
  - b. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - c. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - d. Professional Liability (Errors and Omissions) Insurance covering case management, addiction treatment/recovery, mental health services, and medical malpractice coverage with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - e. Cyber Liability Insurance, with limit not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken and shall include, but not be limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - f. For any claims arising out of or resulting from this Agreement, insurance coverage triggered by the indemnification agreement between the parties shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the indemnified party, its governing board, and their officials,


employees, volunteers, and agents. Any insurance or self-insurance maintained by the indemnified party, its governing board, and their officials, employees, volunteers, and agents shall be excess of the indemnitor's insurance and shall not contribute with it.

g. Evidence of insurance coverage shall be furnished upon request by a party to this agreement. A self insurance letter may satisfy this requirement.

8. Governing Law. This MOU is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this MOU shall be brought in the counties of Placer or Sacramento, State of California.

9. Entire Agreement. Specifically excepting the PREP Services Agreement and the renewals thereto, 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.

10. 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.

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

Date: 2/17/22

\_\_\_\_\_  
Marshall Hopper  
Chief of Probation  
Placer County Probation

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Jeff Goldman  
Chief of Probation  
Nevada County Probation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: Steve Monaghan, Purchasing Agent

Approved as to Form – County Counsel:

By: \_\_\_\_\_

Date: \_\_\_\_\_

