

COUNTY OF KERN
PROBATION DEPARTMENT



REQUEST FOR PROPOSAL (RFP)
to Provide Sex Offender Treatment Services

DUE April 16, 2025

TIME Before 11:00 a.m.

**COUNTY OF KERN
PROBATION DEPARTMENT**

Request for Proposal to Provide: SEX OFFENDER TREATMENT SERVICES

The County of Kern is seeking qualified consultants to provide Court-ordered treatment services for sex offenders.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County Probation Department
Monserrat Martinez, Departmental Analyst/Project Facilitator
Bakersfield, CA 93301
Telephone (661) 868-4133
MonserratMartinez@kernprobation.org

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Sex Offender Treatment Services”

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date March 12, 2025
Pre-Proposal Meeting March 27, 2025
Proposal Due Date April 16, 2025
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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I. GENERAL INFORMATION

A. Project Background

The Superior Court of California uses grants of probation in order to attempt to rehabilitate people. In Kern County, we treat these grants of probation very seriously, especially for probationers convicted of sex crimes. Treatment is a paramount part of the probation experience, and the Probation Department needs a provider(s) to give probationers the tools they need to make a change as well as protect the community. Outlined below is the process, requirements and information needed for consideration.

B. Services Required of Successful Proposer

The County has developed the attached **EXHIBIT “A” Scope of Work Specifications and Requirements** which fully describes the scope of work and services required, deliverables, benchmark requirements, and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review **EXHIBIT “A” Scope of Work Specifications and Requirements** to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial

Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent
- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract.

To qualify as an “At-Risk Employer,” Vendor shall state below that you have provided gainful employment to “at-risk” individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to ‘at-risk individuals. “At-Risk Individuals” are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care. Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern.

- 3. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. **Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.**

- (a) Proposer’s understanding of the RFP requirements and end result.

- i. Does proposal show comprehension of the scope of services and match **EXHIBIT “A” Scope of Work Specifications and Requirements**?
 - ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems & our desired objectives?
- (b) Proposer’s proposed approach to tasks.
- i. Does the approach show innovative or advanced techniques?
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Are the proposed transition or milestone implementation plans feasible?
- (c) Proposer’s experience in similar projects.
- i. Does proposer have a proven track record with similar projects?
 - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does proposal provide types, number & duration of current and previous contracts?
- (d) Fee OR proposed rates.
- i. Has proposer revealed and described all costs? Are there any hidden costs?

- ii. How does the proposer implement cost control techniques?
Are there any escalation clauses included?
 - iii. Does proposer list prior contracts that were conducted on time and within budget?
 - iv. Does proposal state length of time for firm pricing?
- (e) Estimated completion date(s) or required start date.
- i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?
 - v. Does proposal describe in detail each project phase and the time needed for completion?
- (f) Client references.
- i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?

- (g) Qualifications of proposer's staff for the project.
 - i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in **EXHIBIT "A" Scope of Work Specifications and Requirements?**
 - iii. Does proposer's response address productivity and utilization of staff/management assignments?
 - (h) Payment Sliding Scale.
 - i. Proposer's detailed criteria for a sliding scale for cost/rates of services rendered to probationer.
 - ii. Sliding scale criteria shall be quantifiable and objective.
 - (i) Proposer's specific understanding of any legal time-frame mandates that may be required by law, statute or responsible County department.
 - (j) Areas of Kern County served by the Proposer.
 - (k) Any other factors the Evaluation Committee deems relevant, for example:
 - i. Does proposal offer technology advances included in work approach?
 - ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Other.
4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) calendar days to submit the information requested.
6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error and make corrections accordingly.
7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a Proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is not the sole criterion for recommending contract award.**
8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
 - b. Proposers may request a debrief during the same seven (7) calendar days' time period. **No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.

10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **EXHIBIT "B" Sample Agreement** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within thirty (30) calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- (1) **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors'

employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Liability Insurance Requirements:

(a) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(i) Commercial General Liability Insurance including, Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering sexual abuse or molestation. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate.

(ii) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property

Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

- (iii) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - (iv) Cyber Liability Insurance/Technology Professional Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the COUNTY, coverage shall be equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Coverage shall respond to the duties and obligations as is undertaken by the Service Provider in this agreement and shall be included, but not 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, regulatory fines and penalties as well as credit monitoring expenses.
- (b) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related

thereto. Said endorsement shall be provided using one of the following three options: (is) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(c) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.

(d) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(e) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor’s option, shall either (a) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

(3) Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor’s obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) calendar days written notice by Vendor in the case of non-payment of premiums, or thirty (30) calendar days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any

insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- (4) All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- (5) If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- (6) All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- (7) Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- (8) Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are

insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Chief Probation Officer.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services. There shall be no cost to County or Probation Department for services rendered.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the

County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by

the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.

4. All Proposals shall remain firm for one hundred and eighty (180) calendar days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the Kern County General Services – Purchasing, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County’s designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All Parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. **Qualifications and Experience:**

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets contractor licensing, certifications etc.) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services.
- Specific qualifications of employees providing services under this Proposal.
- Number of years providing services.
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects.
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract.
- End date of the contract.

- Services rendered.
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two (2) years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number.
- b. Description of education.
- c. General experience.
- d. Experience or education related to the RFP project.
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

[The following provision must be used where subcontractors are doing 50% or more of the needed work, otherwise delete this section:]

4a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before July 1, 2025. This schedule should contain specific milestones and dates of completion which will be used to set schedules.

- i. Prepare an annual report with date elements specified under **EXHIBIT “E” Sample Annual Report Template**.
- j. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- k. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- l. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- m. Describe how each of the County’s desired outcomes will be met.
- n. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer’s score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the Probationer including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant’s Proposal.**

Proposer’s detailed criteria for a sliding scale for cost/rates of services rendered to probationer. Sliding scale criteria shall be quantifiable and

objective. Proposer shall provide copy of form to be utilized to determine cost of services to be charged to probationer.

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached Agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".
2. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

1. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
2. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

1. Financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

1. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Proposer and is not generally available to the public, or generally known in the industry;
2. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
3. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in **EXHIBIT “A” Scope of Work Specifications and Requirements**. Questions with content about the RFP process, where to mail response or other information not related to **EXHIBIT “A” Scope of Work Specifications and Requirements** may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last

minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **Thursday, March 27, 2025, at 10:00 a.m.** The meeting will be held at **Kern County Probation, 1600 E. Belle Terrace, Bakersfield, CA 93307.** The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested Parties who may have questions are urged to attend.**

G. Proposal Submission

The proposer shall **submit six (6) written copies** of the Proposal **and one (1) copy on thumb drive.** The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc.) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

PROPOSAL: "SEX OFFENDER TREATMENT SERVICES"

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on April 16, 2025,** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a "test" time

stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

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EXHIBIT “A”
SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS

I. BACKGROUND

The Superior Court of California uses grants of probation in order to attempt to rehabilitate people. In Kern County, we treat these grants of probation very seriously, especially for probationers convicted of sex crimes. As you know, treatment is a paramount part of the probation experience and the Probation Department needs good providers to give probationers the tools they need to make a change as well as protect the community we all share. Outlined below is the process, requirements and information needed for consideration.

II. DESIRED OBJECTIVE(S)

The following is a general outline of the Objectives specific to this request to provide sex offender treatment services within Kern County.

- Provide comprehensive individual and group sexual offender counseling satisfying the Courts counseling orders.
- Equip the Probation Department with relevant treatment updates in order to more effectively supervise sexual offenders while on grants of Probation in our community.
- Collaborate with the Probation Department, Polygraph Examiner and Victim Advocacy Groups to provide sexual offenders a service scope consistent with the framework established by the “Containment Model”, as established by the State of California Sexual Offender Management Board, which emphasizes the collaboration of these entities.
- Service providers will provide a COVID-19 quarantine plan or contingency plan in the event of a State of Emergency due to a pandemic outbreak. Service providers will provide a COVID-19 and pandemic-free environment, or otherwise work to contain any future pandemic outbreaks in their facilities while adhering to Federal and State guidelines.

III. ESTIMATED VALUE/COST

The COUNTY desires to contract with a vendor for three (3) years with an option for two one (1) year extensions.

The COUNTY has budgeted \$ 25,000 per year in an amount not to exceed seventy-five thousand dollars (\$75,000) for these services for the term July 1, 2025 through June 30, 2028. Participating probationers will pay for services on a sliding scale. Past experience indicates the average estimated paid annual income from these services is twenty-five thousand dollars (\$25,000).

The Proposer shall be reimbursed for services rendered to the probationers referred by the COUNTY. Probationer shall be charged for services based on a sliding scale. The Probation Officer shall complete **EXHIBIT “C” Sample Sliding Scale Worksheet** detailing quantifiable and objective criteria for cost/rates of services rendered to the probationer.

COUNTY will complete **EXHIBIT “G” Application for Financial Evaluation Form**, based on that financial evaluation along with a signature of approval by the Division Director or designee within the EXHIBIT “G” Application for Financial Evaluation Form, if the COUNTY in its sole discretion should determine the probationer is in need of emergency one (1) time financial assistance, the COUNTY will reimburse the CONTRACTOR for the cost of one (1) counseling session at the siding

In no event shall the COUNTY be responsible for payments to the CONTRACTOR, except under the following conditions:

- (1) In the event of a probationer’s confirmed temporary financial hardship by the COUNTY, formal payment plans shall be established by the COUNTY in order to ensure continued treatment. This hardship is not an allowable program suspension and/or termination as outlined in EXHIBIT “A” Scope of Work Specifications and Requirements.
- (2) Should COUNTY determine through the financial evaluation the direct need does not exist, the COUNTY is under no obligation to pay the initial assessment and polygraph fees, and payment shall revert to the probationer base on sliding scale as set forth in **EXHIBIT “C” Sample Sliding Scale Worksheet**.
- (3) Emergency Assistance (Single Instance – Probationer initiated):

- (a) COUNTY shall inform CONTRACTOR if a probationer requires emergency one (1) time financial assistance due to one of the following reasons:
 - (i) Recent loss of employment and probationer is providing proof of their efforts in seeking new employment.
 - (ii) Probationer in transition of place to reside and is looking for a new residence.
 - (iii) Probationer is assessed as “High Risk” and is unable to pay for recent counseling sessions.

Definition: “High Risk” sex offender scores a level four and above by the STATIC-99R risk assessment tool.

- (b) COUNTY will complete EXHIBIT “G” Application for Financial Evaluation Form, based on that financial evaluation, if the COUNTY in its sole discretion should determine the probationer is in need of emergency one (1) time financial assistance, the COUNTY will reimburse the Proposer for the cost of one (1) counseling session at the sliding scale rate for the probationers’ level of as indicated in EXHIBIT “C” Sample Sliding Scale Worksheet.
- (c) Emergency one (1) time financial assistance is ONLY available one (1) time for each individual probationer.
- (4) Maximum COUNTY reimbursement to Proposer for Fiscal Year 2025-2028 is seventy-five thousand dollars (\$75,000).
- (5) Emergency Assistance: (Three Consecutive Month Instance – Probationer Initiated):
 - (a) Probationer shall inform COUNTY if they require Emergency one (1) time three (3) consecutive month financial assistance.
 - (b) COUNTY will inform Proposer if COUNTY has granted a probationer emergency (1) time three (3) consecutive month financial assistance.
 - (c) COUNTY will provide Proposer the exact beginning and ending billing dates the assistance will be reimbursed by the COUNTY.
 - (d) Proposer will invoice COUNTY for services.

- (e) COUNTY will reimburse the Proposer for the cost of counseling session(s) at the sliding scale rate for the probationers' level as indicated in **EXHIBIT "C" Sample Sliding Scale Worksheet**.
- (f) Upon termination of temporary emergency one (1) time three (3) consecutive month assistance reimbursements, all payments to Proposer are by the Probationer under **COMPENSATION TO CONTRACTOR** and at the sliding scale rate for that probationers' level as indicated in **EXHIBIT "C" Sample Sliding Scale Worksheet**.
- (6) COUNTY will not be responsible for late fees or interest of any kind.
- (7) No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to Proposer through this Agreement shall be utilized to compensate employees of Proposer for overtime or compensatory time off, except to the extent that Proposer is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law.
- (8) COUNTY shall periodically evaluate Proposer's fee schedule for the purpose of assessing the reasonableness of the probationers' payments for services provided.
- (9) Proposer cannot modify any rates in the fee schedule set forth in **EXHIBIT "C" Sample Sliding Scale Worksheet**.
- (10) Payments to Proposer shall be made upon the COUNTY's receipt of a Claim for Payment Form or a Proposer's invoice form. Claim/invoice shall detail the dates and nature of services provided. Such claim/invoice shall be submitted within the fifteen (15) day period may be accepted at the sole discretion of the COUNTY.
- (11) Proposer cannot modify any rates in the fee schedule set forth in **Exhibit "C" Sample Sliding Scale Worksheet**.
- (12) Appropriation:
 - (i) COUNTY reserves the right to terminate temporary financial hardship and/or emergency one (1) time assistance reimbursement in the event insufficient funds are appropriated, budgeted, or exhausted for this Agreement in any fiscal year. Upon such termination, Proposer will be given thirty (30) calendar days written notice in the event that such action is required by the COUNTY.

- (ii) Upon termination of temporary financial hardship and/or emergency one (1) time assistance reimbursement, all payments to Proposer are by the probationer under COMPENSATION TO CONTRACTOR and at the sliding scale rate for that probationers' level as indicated in **EXHIBIT "C" Sample Sliding Scale Worksheet**.

The actual fee will be negotiated with the selected firm(s), including the sliding scale calculation and its fairness to the probationer. In the event that a fee for the required services cannot be negotiated with the selected firm(s), the County reserves the right to discontinue negotiations, and begin negotiations with the next ranked firm(s).

Proposer must include a "schedule of fees" which lists each personnel classification that will work on the project, and the hourly rate charged for each classification, including any sub-consultants. The negotiated fee will be based upon the number of hours each personnel classification works on the required services. It will be the responsibility of the consultant to outline an efficient schedule to accomplish the required services.

IV. BUSINESS AND/OR WORK ENVIRONMENT

The following is a general outline of the Business and Work Environment of the sex offender treatment services that will be required:

- A. Proposer's office shall be in the Metropolitan Bakersfield, with probationers required to meet at the Proposer's Bakersfield location. Proposer must have a minimum of one (1) local office which must be in accordance with the American with Disabilities Act (ADA).
- B. Proposer shall provide services from 8:00 a.m. to 5:00 p.m. Monday through Friday. Excluding the following recognized holidays as follows: New Year's, Martin Luther King, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day. An afterhours answering service, in case of emergency, is preferred but not required.
- C. After the probationer is released from / discharged by Court order to attend treatment, any further treatment provided by Proposer is no longer bound by the contracted sliding fee schedule.

- D. Probationers served by the Proposer for sex offender treatment will be solely referred by the Probation Department.

V. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultant(s).

The successful Proposer(s) will treat sex offenders Court ordered to participate in counseling. This will include, but not be limited to the following:

1. Use a sliding scale to determine the amount charged each probationer for services. It should be noted, the probationer is responsible for payment. County is not responsible for payment.
2. A licensed therapist/counselor shall use a combination of individual and group sessions to treat probationers. Assessment/evaluation and treatment planning should be provided for each client. Additionally, Crisis Intervention, Substance Abuse and Family Counseling should be provided when needed. Treatment should address reducing deviant arousal, modifying cognitive distortions, increasing victim awareness and empathy, developing social competence and healthy social relationships per the State of California Sexual Offender Management Board Containment Model (“Containment Model”). CONTRACTOR’s staff must be trained in the Containment Model and be STABLE – 2007/ACUTE - 2007, California Sexual Offender Management Board (CASOMB) and Level of Service / Case Management Inventory (LS/CMI) (or other vetted dynamic risk assessment) certified.
3. License (or registration) to practice (supervisor would need to support this work).
4. Evidence of malpractice insurance.
5. Demonstrated Sex Offender treatment training (experience is highly desirable).
6. Proposer must prepare an annual report with date elements specified under **EXHIBIT “E” Sample Annual Report Template.**
7. Must be willing to share treatment information/progress with the Probation Department on a minimum monthly basis or as requested.

8. Must comply with the California Sex Offender Management Board (CASOMB) Provider Agency Certification Requirements, EXHIBIT “D” Manual.
9. Service Hours:
 - i. Flexible service hours. At minimum proposer shall provide services from 8:00 a.m. to 5:00 p.m. Monday through Friday. Excluding the following recognized holidays as follows: New Year’s, Martin Luther King, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day. An afterhours answering service, in case of emergency, is required.
 - ii. All contracted services shall be provided in person; however, California Department Public Health and CAL-OSHA regulations will be observed. Should regulations limit or prohibit in-person activities, services can be rendered virtually.
10. Adherence to a treatment model considered to be a best or evidence-based practice with sex offenders.
11. Demonstrated awareness of how history of personal victimization does or does not alter treatment expectations.
12. Proposer should have ability to prescribe psychotropic medication if required.
13. Demonstrate understanding of successful treatment outcome with sex offenders.
14. Proposer shall insure the cognitive-behavioral model used by therapists and paraprofessional staff provides the following minimum standard of evidence-based treatment: help adults function more effectively, addresses problematic thinking, promotes management of emotions, and teaches new behavior through observation, practice, rewards, and consequences.
15. Proposer shall insure all evidence-based behavioral models used by therapists and paraprofessional staff is based on social learning and cognitive-behavioral approaches which target identified criminogenic needs for change.
16. To properly conduct data-evaluations on treatment success, Proposer shall agree to establish a baseline for targeted criminogenic needs based on the initial Level of Service / Case Management Inventory (LS/CMI) or other vetted dynamic

criminogenic needs assessment for the purpose of measuring milestones and program success. Data evaluation will include but are not limited to: count/measurement of the decrease in negative behavior; count/measurement of the increase in positive behavior.

17. County may request the Proposer to specifically measure outcomes; however, County will meet with the Proposer prior to the start of the Agreement and quarterly thereafter to assess the adequacy of the treatment services provided. Should Treatment Services not be adequate to meet the needs of the target population, County will develop a performance improvement plan with the Proposer.
18. Completion Requirements: In order for a probationer to complete Court-ordered counseling, the probationer must participate in the treatment program outlined by the proposer and receive a positive recommendation from the therapist. Such recommendation will come at the completion of offender's treatment plan and goals or probation terminates.
19. Proposer shall have bilingual staff available to serve individual or families whose language falls within the threshold standards for language availability. Spanish is not required but is highly desirable.
20. A licensed therapist/counselor shall use a combination of individual and group sessions to treat probationers.
21. License (or registration) to practice (supervisor would need to support this work).
22. Drug Free Workplace:

Proposer shall comply with County's policy of a drug free workplace by signing, **EXHIBIT "H" Drug Free Workplace Acknowledgement**. Proposer shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of Proposer's facilities or work sites. If Proposer or any agent, employee, representative or sub- Proposer is convicted or pleads nolo contendere to a criminal substance abuse status violation occurring at a County facility or work site, Proposer shall notify Chief Probation Officer within twenty-four (24) hours. Violation of this provision shall constitute a material breach of this Agreement.

23. Sexual Harassment – Hostile Work Environment:

Proposer has a duty to protect persons performing services hereunder from unwelcome sexual conduct severe or pervasive enough that it alters the condition of employment or creates a hostile work environment. Therefore, Proposer must establish and maintain a policy against any and all forms of sexual harassment, to be reviewed by County.

24. Proposer agrees to obey any and all laws and regulations applicable to the delivery of mental health services to residents of the State of California, including without limitation the provisions of Title 9 and Title 20 of the California Code of Regulations, the applicable provisions of the Health and Safety and Business Professions Codes, the Americans with Disabilities Act (ADA) and any other Federal, State or local laws, regulations, directives, rules or guidelines, including California State Department of Mental Health letters and information notices. This shall also include all provisions and requirements in law pertaining to Patient's Rights.
25. Proposer to ensure that program staff will complete all work in a timely and professional manner. All records shall be completed in a timely manner. All charting and case notes shall be completed within five (5) calendar days from the probationer's discharge from the Program or upon termination of the Agreement, whichever is sooner.
26. Proposer shall make available to the Chief Probation Officer or his/her designee, as needed, a list of qualified persons providing services under this Agreement. This list shall include the name, title, professional degree, license number and job description.
27. Proposer shall ensure all clinical staff provides only those services for which they are trained and that are included in their scope of practice.
28. County has developed this **EXHIBIT "A" Scope of Work Specifications and Requirements** and RFP section I General Information which fully describes the scope of work and services required deliverables, benchmark requirements, and our anticipated timeline for the start and completion of this project.
29. Proposer will be expected to review the scope of work sections to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the desired goals.
30. Proposer shall provide to Department a monthly summary billing report. The report will be given to the assigned Division Director ("**Director**"), either via US Mail or

electronically, by the tenth (10th) of each subsequent billing month. The billing summary report shall include the following information:

- (a) The amount being billed to probationers for the previous month's services, and the total billed per probationer since the probationer began services with Proposer.
- (b) The billing rates being used for each probationer.
- (c) The amounts collected on each probationer's account.

31. The following is a general outline of the Security Requirements required as part of this proposal:

- A. Proposer shall maintain confidentiality and high security related to the delivery of services under the Agreement, including the capture and production of respective data.
- B. Proposer must ensure all persons with access to its computer system, database, or records of files related to the delivery of services under this Agreement have signed a confidentiality agreement, as approved by the County.
- C. Proposer must conduct a criminal record background check on all Proposer staff or prospective staff with access to County of Kern and Kern County Probation Department (Probation Department) information. The background check investigation may include, but is not limited to the following:
 - a. Criminal History Check.
 - b. Fingerprints.
 - c. Photographs.
 - d. Other, as necessary.
- D. All costs incurred related to the completing any and all background investigations shall be the responsibility of the Proposer.

- E. The Probation Department has determined the following, while the list is not all inclusive and encompassing, to be disqualifying issues for employment regarding access to Probation Department information:
 - a. Any individual convicted of any felony or any felony reduced to a misdemeanor.
 - b. Any individual convicted of a crime of violence or moral turpitude.
 - c. Any individual that has ever been on formal probation in California.
 - d. Any individual convicted for any computer related fraud or misuse of government databases.
 - e. Preclude access to any individual that learns or knows they are related to anyone in the Probation Department's database.
 - f. The Chief Probation Officer or designee shall have final say over all qualifications and hiring of staff.
- 32. Proposer agrees abide by and to safeguard and protect patient privacy as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Proposer agrees to sign Business Associate Agreement stipulating confidentiality requirements.
- 33. Establish an expectation that probationers will attend 85% of scheduled counseling to be considered for successful completion. Should probationers fall below 85% attendance, the probationer will be placed on an attendance contract and referred back to their probation officer due to failing to meet attendance requirements.

VI. DELIVERABLES

- 1. Proposer to provide monthly written progress reports for each probationer of progress and attendance in treatment achieved by face-to-face meetings between Proposer and Probation Department supervising probation officer. Reports can be sent via mail or email (encrypted) within ten (10) calendar days from the date of referral, or provide probation officer access to the Proposer's HIPAA compliant website. Each Officer shall have an individual log in and password to view report

information. Report submission is not a substitute for monthly Proposer's in person meetings with Officer. Reports are provided at no charge.

2. Quarterly written reports for each probationer to include comprehensive evaluation of treatment progress and progress towards to criminogenic and dynamic needs. Reports can be sent via mail, email (encrypted) within ten (10) calendar days from the date of referral, or provide Officer access to the CONTRACTOR'S HIPAA compliant website. Each Officer shall have an individual log in and password to view report information. Reports are provided at no charge.
 - (a) Proposer to contact probationer within three (3) calendar days of receipt of referral and provide notification to Officer and Lead Staff. Intake and treatment will begin within fourteen (14) calendar days of receipt of referral. Intake assessment information will be provided to the Officer and Lead Staff within thirty (30) to sixty (60) calendar days.
3. Proposer must complete the STABLE 2007 assessment within ninety (90) to one hundred and twenty (120) calendar days of treatment commencement, annually, and upon successful completion of counseling or probation termination. The STABLE 2007 Summary Spreadsheet ("**Spreadsheet**") and information about the scoring shall be shared with Officer and Lead Staff, within thirty (30) calendar days of scoring the tool via email.
4. Proposer shall provide to each referred probationer at initial contact with Proposer, written information documenting that if the probationer has concerns, problems or complaints concerning the services being provided or the billing process to contact their assigned Probation Officer at the Kern County Probation Department. Failure of Proposer to provide this information to each referred probationer at initial contact will be considered a breach of this Agreement.
 - (a) A copy of the informational document ("**Document**") shall be provided for each probationer to the Probation Department for review and concurrence. The Probation Department shall be consulted on and approve of any CONTRACTOR revisions to the document.
5. Proposer shall make contact with the referred probationer within fifteen (15) calendar days of referral and initiate the first session within thirty (30) calendar days of referral.
6. Proposer shall provide to COUNTY a monthly summary billing report. The report will be given to the assigned Division Director ("**Director**"), either via US Mail or

electronically, by the tenth (10th) of each subsequent billing month. The billing summary report shall include the following information:

- (a) The amount being billed to probationers for the previous month's services, and the total billed per probationer since the probationer began services with Proposer.
- (b) The billing rates being used for each probationer.
- (c) The amounts collected on each probationer's account.

7.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the Proposer Licensing, Certifications, and Qualifications that will be required.

Proposer makes the following representations, which are agreed to be material to and form a part of the inducement of this Agreement:

- A. Proposer shall have a licensed clinician with a current license as a Clinical Social Worker or Marriage, Family, and Child Counselor issued by the California State Board of Behavioral Science Examiners.
- B. Proposer must use a recognized evidence-based cognitive behavioral curriculum which must be approved by Kern County Probation Department prior to implementation.
- C. Proposer's staff must be trained in all evidence-based cognitive behavioral curriculum techniques by certified trainers.
- D. Proposer must provide documentation upon request of when training occurred and who provided the training.
- E. Proposer must comply with **EXHIBIT "D" California Sex Offender Management Board (CASOMB) Provider Agency Certification Requirements** and provide all necessary documentation and reports upon request from the Probation Department.

- F. Proposer’s staff must be trained in the Containment Model and be STABLE – 2007/ACUTE - 2007, California Sexual Offender Management Board (CASOMB) and Level of Service / Case Management Inventory (LS/CMI) (or other vetted dynamic risk assessment) certified.
- G. Proposer shall take all necessary measures to obtain and maintain State certification and/or licensure of the site(s) at which the Proposer will provide services under this agreement. Proposer’s site(s) must be certified in accordance with the American with Disabilities Act (ADA).
- H. Proposer does not have any actual or potential interest adverse to County nor does Proposer represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- I. Proposer shall diligently provide all required services, in accordance with the terms and conditions stated in **Section VI – Deliverables**.

VIII. CONSTRAINTS TO PROPOSER’S APPROACH AND METHODOLOGY

The following is a general outline of the constraints to the approach and methodology that the sex offender treatment service Proposer will need to consider as part of this proposal.

- A. Proposer shall use evidence-based and/or best practices.
- B. Proposer shall use the Containment Model for treatment services.
- C. Proposer Program Methodology:
 - 1. Responsibility, Understanding, Learning, and Experience (“RULE”)
 - (a) Responsibility: for one own’s behavior; for the impact the abusive behavior has had on victims, self, as well as others; for the need to change.
 - (b) Understanding: how the individuals experience and decisions in life have led to this point; for how sexual behavior was misguided effort to get one’s needs met; how faulty thinking led to problematic behaviors.
 - (c) Learning: new patterns of appropriate thinking and behavior.

- (d) Experience: practicing new skills in relating to others; dealing with stress; using healthier problem-solving skills and finding new experiences that enhance self-esteem.
- 2. RULE is not phases of treatment but rather represent layers of growth in self-regulation.
- 3. Proposer's vision is "No More Victims".
- 4. Proposer works as partners with probation officers by communicating regularly the probationer's progress, engagement in risky behaviors or attitudes, attendance, and any known violations of probation conditions. **CONTRACTOR Confidentiality Statements and Authorization of Release of Information Forms**, which is attached hereto and incorporated herein by this reference, including the Officers, as well as other members of the Containment Team (polygraph examiner, victim advocate, Officer). Department shall be provided a copy of this form when signed.
- 5. Proposer utilizes research-based assessment procedures to monitor probationer dynamic risk factors as they may change throughout the course of treatment.
- 6. Proposer utilizes the STABLE 2007 and LS/CMI to assess the probationers and develop individualized treatment plans. STABLE 2007 assessment to be completed within ninety (90) to one hundred and twenty (120) calendar days of probationer enrollment. Spreadsheet to be provided to probation officer and lead staff within thirty (30) calendar days of completion via email.
- 7. Probationers that maintain innocence regarding their adjudication offenses are not excluded from treatment. Probationers that maintain denial can still make therapeutic gains if they are willing to engage and meaningfully participate in the treatment process. Many such probationers eventually do make admissions or accept responsibility for behavior after experiencing psychological safety in therapy and with the support and encouragement of the other program members.
- 8. Polygraph examinations are utilized.
- 9. Utilize motivational therapy interventions to gain probationer participation and engagement.

10. Meaningful participation includes:
 - (a) Completing relevant treatment assessments.
 - (b) Adherence to **Treatment Agreement** requirements, see **EXHIBIT “F” Business Associate Addendum**, which is attached hereto and incorporated herein by this reference.
 - (c) Being a reasonable participant in conversations in therapy sessions.
 - (d) Evidence of acquiring mastery of concepts from treatment that can empower the probationer to gain self-regulation and competently meet their emotional and social needs in healthy ways.

11. Termination from the program may occur only after significant efforts have been made to gain confidence and will be discussed extensively with the Containment Team prior to termination.
 - (a) Examples of resulting in program suspension and/or termination:
 - (1) Persistent rule breaking.
 - (2) Engaging in high-risk behaviors that violate the Treatment Agreement restrictions, see **EXHIBIT “F” Business Associate Addendum**.
 - (3) Refusal to participate or complete an assessment or treatment assignments.
 - (4) Refusal to submit to a polygraph examination.
 - (5) Failure to attend (excluding probationers in custody longer than 30 days).
 - (6) Failure to pay for services.
 - (b) Suspension:

A temporary sanction from treatment with a probability of return to the program.

(c) Termination:

A temporary or permanent sanction from treatment but is viewed as a low probability of return to the program. Persistence with these types of program violations [see B.12.(a).(10-(6))] after such efforts are made may become grounds to discuss possible termination with the clinical supervisor or clinical director, and with Officer.

(d) Negotiation:

A negotiation to return to the treatment program can occur if a probationer completes sanctions and evidences a commitment and ability to cease program violations and engage meaningfully in the course of treatment.

12. Group therapy is the primary treatment modality.
13. Individual therapy is offered as an alternative for those probationers that are ill suited to group therapy for the following:
 - (a) Unmanaged mental health illnesses.
 - (b) Address trauma issues.
 - (c) Address issues that may distract the group from their needed course of treatment.
14. Decision on modality of services is based on clinical assessments.
15. Concurrent or adjacent services often include couples or family counseling.
16. Referrals for additional services are also common, e.g. Alcoholics Anonymous, psychiatric care, etc.
17. The RULE Client Handbook is provided to teach the probationer, and is not intended to be completed simply as a workbook (i.e. start at page one and proceed to thoughtlessly proceed to do every assignment in the workbook), but rather on the probationers' individual assessment selected assignments

are given to be completed. Core assignments are assigned uniformly, the focus of the individual treatment is to use interventions that address the individuals' criminogenic needs and areas of weakness.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance required as part of this proposal.

The Kern County Probation Department is seeking, through a competitive process, proposals from qualified individuals or agencies to provide sex offender treatment services Court ordered Probationers. Some essential objectives and performance standards shall include:

- A. Compliance with terms of probation.
- B. Establish an expectation that probationers will attend eighty-five (85%) of scheduled counseling to be considered for successful completion. Should probationers fall below eighty-five (85%) attendance, they will be placed on an attendance contract and referred back to their probation officer should they fail to meet attendance requirements.
- C. A successful program completion rate of at least fifty percent (50%) for referred probationers that maintain the required eighty-five percent (85%) attendance rate.
- D. A decrease from high to moderate, or moderate to low risk, in one of the top 5 criminogenic needs as assessed by the LS/CMI or other vetted dynamic risk assessment at the end of each year of treatment, or when probation has terminated.
- E. Proposer must score the violence tool (LS/CMI) online, using the State Authorized Risk Assessment Tools For Sex Offenders (SARATSO) issued password, and the score will be automatically sent to the Department of Justice.
- F. Proposer must share the dynamic (STABLE 2007) and violence risk (LS/CMI) scores and information about the scoring with the supervising probation officer, within thirty (30) calendar days of scoring the tool.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security and Information Technology Requirements required as part of this proposal.

- A. Protected Health Information is subject to protection under State and Federal laws, including the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).
- B. The Proposer shall become a Business Associate of the County under HIPPA and HITECH Act and shall sign the Business Associate Addendum included in **EXHIBIT “B” Sample Agreement**.
- C. Proposer must have, and provide copies of, written policies that are in place to limit the use of shared applications of staff for security measures and a secure server with the capability to provide encryption for outgoing communication as provided by HIPAA Security rule, Adobe Reader to access and read PDF files; and an accounting system to provide expense reports. In addition, proposer must keep records in a secured area and redact social security numbers from paperwork when transmitting data either via fax or email.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide sex offender treatment services for the Probation Department.

Proposer must provide records of enrollment, participation, and completion for every Probationer in an evidence-based program or treatment modality in order to assist the COUNTY in tracking outcome measurements. The records must include the probationer’s name and identifying information. Some specific outcomes the COUNTY is seeking include:

- A. Compliance with terms of probation.
- B. Establish an expectation that probationers will attend eighty-five (85%) of scheduled counseling to be considered for successful completion. Should probationers fall below eighty-five (85%) attendance, they will be placed on an attendance contract and referred back to their probation officer should they fail to

meet attendance requirements. Referral shall include a copy of the attendance contract.

- C. A successful program completion rate of at least fifty percent (50%) for referred probationers that maintain the required eighty-five percent (85%) attendance rate.
- D. A decrease from high to moderate, or moderate to low risk, in one of the top 5 criminogenic needs as assessed by the LS/CMI and STABLE 2007 assessment at the end of each year of treatment, or when probation has terminated.
- E. Proposer must score the violence tool (LS/CMI) online, using the State Authorized Risk Assessment Tool For Sex Offenders (SARTSO) issued password, and the score will be automatically sent to the Department of Justice.
 - i. Proposer will notify probation officer and Department Unit Lead Staff (“**Lead Staff**”) when this is completed

XII. EXIT PLAN

Exit Planning is the process of planning for the eventual transfer, sale of business, or death of the business owner. Proposer can ensure the continuity and stability of the business by developing an exit strategy. Proposer shall provide an exit plan detailing the specific actions and initiatives needed to execute chosen strategy.

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**EXHIBIT “B”
SAMPLE AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR**

(KERN COUNTY – CONTRACTOR)

THIS AGREEMENT is made and entered into on _____, (EXECUTION DATE) by and between the COUNTY of Kern (hereinafter “**COUNTY**”), a political subdivision of the State of California, as represented by the Probation Department (hereinafter “**Department**”), and *name* (hereinafter “**CONTRACTOR**”), whose principal place of business is located at *address*. COUNTY, Department, and CONTRACTOR may be referred to individually as a “**Party**” and collectively as “**Parties.**”

WITNESSETH:

WHEREAS:

- a. Government Code sections 31000 and 53060 permit the COUNTY Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and
- b. Department requires mental health therapist services for those probationers with sex related offenses; and
- c. The Superior Court of California will order as a condition of probation that probationer shall attend sessions to treat and rehabilitate such behavior.
- d. COUNTY desires to engage CONTRACTOR to provide said services and CONTRACTOR, by reason of its qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services in accordance with the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties hereto as follows:

1. TERM

This Agreement is made effective as of July 1, 2025 and shall remain in effect until June 30, 2028, unless sooner terminated as hereinafter provided.

The COUNTY desires to contract with a vendor for three (3) years with an option for two one (1) year extensions.

2. SERVICES

CONTRACTOR shall provide the services set forth in **EXHIBIT “A” Scope of Work Specifications and Requirements**, which is attached hereto and made a part hereof.

CONTRACTOR shall prepare an annual report with data elements set forth in **EXHIBIT “E” Sample Annual Report Template** which is attached hereto and made a part of hereof.

3. COMPENSATION TO CONTRACTOR

A. CONTRACTOR shall be reimbursed for services rendered to the probationers referred by COUNTY. CONTRACTOR shall charge fees on a sliding scale as set forth in **EXHIBIT “C” Sample Sliding Scale Worksheet**, which is attached hereto and made a part hereof.

B. In the event of a probationer’s confirmed temporary financial hardship by the COUNTY, formal payment plans shall be established by the COUNTY in order to ensure continued treatment. This hardship is not an allowable program suspension and/or termination as outlined in **EXHIBIT “A” Scope of Work Specifications and Requirements**.

(1) CONTRACTOR shall allow probationers to miss three (3) appointments annually without cost.

C. In no event shall the COUNTY be responsible for payments to the CONTRACTOR, except under the following conditions:

(1) If in the event of a probationer’s confirmed temporary financial hardship by the COUNTY, formal payment plans shall be established by the COUNTY in order to ensure continued treatment. This hardship is not an allowable program suspension and/or termination as outlined in **EXHIBIT “A” Scope of Work Specifications and Requirements**. COUNTY will complete **EXHIBIT “G” Application for Financial Evaluation Form** and requires a signature of approval from the Division Director or designee in order to validate this form. Based on that financial evaluation, if the COUNTY in its sole discretion determines the probationer is in need of direct financial assistance, the COUNTY will reimburse the CONTRACTOR for the costs of the initial assessment and polygraph only at the rates indicated by **EXHIBIT “C” Sample Sliding Scale Worksheet**.

- (2) Should COUNTY determine through **EXHIBIT “G” Application for Financial Evaluation Form** that the direct need does not exist, the COUNTY is under no obligation to pay the initial assessment and polygraph fees, and payment shall revert to the probationer based on sliding scale as set forth in **EXHIBIT “C” Sample Sliding Scale Worksheet**.
- (3) Emergency Assistance: (Single Instance – Probationer initiated):
- (a) COUNTY will inform CONTRACTOR if COUNTY has granted a probationer emergency one (1) time financial assistance due to one of the following reasons:
- (i) Recent loss of employment and probationer is providing proof of their efforts in seeking new employment.
 - (ii) Probationer in transition of place to reside and is looking for a new residence.
 - (iii) Probationer is assessed as “High Risk” and is unable to pay for recent counseling sessions.
- Definition: “High Risk” sex offender scores a level four and above by the STATIC-99R risk assessment tool.
- (b) COUNTY will complete **EXHIBIT “G” Application for Financial Evaluation Form**, based on that financial evaluation and a signature of approval by the Division Director or designee within the **EXHIBIT “G” Application for Financial Evaluation Form**, if the COUNTY in its sole discretion should determine the probationer is in need of emergency one (1) time financial assistance, the COUNTY will reimburse the CONTRACTOR for the cost of one (1) counseling session at the sliding scale rate for that probationers’ level as indicated in **EXHIBIT “C” Sample Sliding Scale Worksheet**.
- (c) Emergency one (1) time financial assistance is only available one (1) time for each individual probationer.
- (4) Maximum COUNTY reimbursement to CONTRACTOR for Fiscal Year 2025-2028 is seventy-five thousand dollars (\$75,000).

- (5) Emergency Assistance: (Three Consecutive Month Instance – Probationer Initiated):
- (a) COUNTY will inform CONTRACTOR if COUNTY has granted a probationer emergency one (1) time three (3) consecutive month financial assistance.
 - (b) COUNTY will provide CONTRACTOR the exact beginning and ending billing dates the assistance will be reimbursed by COUNTY.
 - (c) CONTRACTOR will invoice COUNTY for service.
 - (d) COUNTY will reimburse the CONTRACTOR for the cost of counseling sessions(s) at the sliding scale rate for that probationers' level as indicated in **EXHIBIT "C" Sample Sliding Scale Worksheet**.
 - (e) Upon termination of temporary emergency one (1) time three (3) consecutive month assistance reimbursements, all payments to CONTRACTOR are by the probationer under **COMPENSATION TO CONTRACTOR** and at the sliding scale rate for that probationers' level as indicated in **EXHIBIT "C" Sample Sliding Scale Worksheet**.
 - (f) **Section C (5)** cannot be requested by the CONTRACTOR on the probationer's behalf.
- (6) COUNTY will not be responsible for late fees or interest of any kind.
- (7) No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law.
- (8) Payments to CONTRACTOR shall be made upon the COUNTY'S receipt of a Claim for Payment form or a CONTRACTOR'S invoice form.

Claim/invoice shall detail the dates and nature of services provided. Such claim/invoice shall be submitted to the Chief Probation Officer, or his designee, within fifteen (15) calendar days of the close of the calendar month following CONTRACTOR'S provision of service, and COUNTY'S agreement of existence of temporary financial hardship [**COMPENSATION TO CONTRACTOR** or emergency assistance **COMPENSATION TO CONTRACTOR**]. Claims/invoices submitted by CONTRACTOR beyond the fifteen (15) day period may be accepted at the sole discretion of COUNTY.

(9) Maximum COUNTY contractual reimbursement per fiscal year 2025 to COUNTY reimbursement to CONTRACTOR for Fiscal Year 2025-2028 is seventy-five thousand dollars (\$75,000).

(10) Appropriation:

(i) COUNTY reserves the right to terminate temporary financial hardship and/or emergency one (1) time assistance reimbursement in the event insufficient funds are appropriated, budgeted, or exhausted for this Agreement in any fiscal year. Upon such termination, CONTRACTOR will be given thirty (30) calendar days written notice in the event that such action is required by COUNTY.

(ii) Upon termination of temporary financial hardship and/or emergency one (1) time assistance reimbursement, all payments to CONTRACTOR are by the probationer under **COMPENSATION TO CONTRACTOR** and at the sliding scale rate for that probationers' level as indicated in **EXHIBIT "C" Sample Sliding Scale Worksheet**.

D. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of the CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq. or applicable State law.

E. COUNTY shall periodically evaluate CONTRACTOR's fee schedule for the purpose of assessing the reasonableness of the probationers' payments for services provided.

- F. CONTRACTOR cannot modify any rates in the fee schedule set forth in **EXHIBIT “C” Sample Sliding Scale Worksheet.**
- G. CONTRACTOR shall provide to Department a monthly summary billing report. The report will be given to the assigned Division Director (“**Director**”), either via US Mail or electronically, by the tenth of each subsequent billing month. The billing summary report shall include the following information:
 - (1) The amount being billed to probationers for the previous month’s services, and the total billed per probationer since probationer began services with CONTRACTOR.
 - (2) The billing rates being used for each probationer.
 - (3) The amounts collected on each probationer’s account.
- H. CONTRACTOR shall provide to Department a written monthly progress report for each probationer detailing progress and attendance in treatment achieved by face-to-face meetings between CONTRACTOR and Department supervising officer. Reports can be sent via mail or email within ten (10) calendar days of the month end.
- I. CONTRACTOR shall provide to Department a written monthly progress report for each probationer detailing progress and attendance in treatment achieved by face-to-face meetings between CONTRACTOR and Department supervising officer. Reports can be sent via mail or email within ten (10) calendar days of the month end.

4. WORK STANDARDS

- A. Documentation standards shall meet or exceed the American Psychiatric Association’s Clinical Practice Guidelines.
- B. CONTRACTOR shall provide a COVID-19 quarantine plan or contingency plan in the event of a State of Emergency due to a pandemic outbreak. CONTRACTOR will provide a COVID-19 and pandemic-free environment, or otherwise work to contain any future pandemic outbreaks in their facilities while adhering to Federal and State guidelines.
- C. CONTRACTOR’s office shall be in the Metropolitan Bakersfield, with probationers required to meet at the CONTRACTOR’s Bakersfield location.

CONTRACTOR must have a minimum of one (1) local office which must be in accordance with the Americans with Disabilities Act (ADA).

D. Drug Free Workplace:

CONTRACTOR shall comply with COUNTY'S policy of a drug free workplace. CONTRACTOR shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of CONTRACTOR'S facilities or work sites. If CONTRACTOR or any agent, employee, representative or sub-contractor is convicted or pleads nolo contendere to a criminal substance abuse status violation occurring at a COUNTY facility or work site, CONTRACTOR shall notify Chief Probation Officer within twenty-four (24) hours. Violation of this provision shall constitute a material breach of this Agreement.

E. Sexual Harassment – Hostile Work Environment:

CONTRACTOR has a duty to protect persons performing services hereunder from unwelcome sexual conduct severe or pervasive enough that it alters the condition of employment or creates a hostile work environment. Therefore, CONTRACTOR must establish and maintain a policy against any and all forms of sexual harassment, to be reviewed by COUNTY.

F. Immigration Reform and Control Act.

CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or the employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's subcontractor(s).

G. CONTRACTOR agrees to obey any and all laws and regulations applicable to the delivery of mental health services to residents of the State of California, including without limitation the provisions of Title 9 and Title 20 of the California Code of

Regulations, the applicable provisions of the Health and Safety and Business Professions Codes, the Americans with Disabilities Act (ADA) and any other Federal, State or local laws, regulations, directives, rules or guidelines, including California State Department of Mental Health letters and information notices. This shall also include all provisions and requirements in law pertaining to Patient's Rights.

- H. CONTRACTOR to insure that program staff will complete all work in a timely and professional manner. All Probationers' records shall be completed in a timely manner. All charting and case notes shall be completed within five (5) calendar days from the probationer's discharge from the CONTRACTOR therapy program or upon termination of this contract, whichever is sooner.
- I. CONTRACTOR shall insure that all persons providing services under this agreement are qualified mental health professionals or paraprofessionals who have obtained and maintain all appropriate necessary licenses, permits, credentials, and certificates to provide an array of mental health and substance abuse services to the target population as required by all local, State and/or Federal laws, rules, regulations, guidelines and directives for the provision of services hereunder including without limitation licensure as required by Welfare and Institutions Code 5751.2. Therapy groups or classes may involve a non-clinical staff provided that a licensed or intern-level staff leads the service. In the event any person providing services hereunder becomes the subject of an investigation due to impairment, incompetence and/or sexual misconduct, and if the findings are conclusive, the CONTRACTOR has the duty to protect probationers and shall report the findings to appropriate licensing boards and COUNTY.
- J. CONTRACTOR shall make available to the Chief Probation Officer or his/her designee, as needed, a list of qualified persons providing services under this Agreement. This list shall include the name, title, professional degree, license number and job description.
- K. CONTRACTOR shall ensure all clinical staff provides only those services for which they are trained and that are included in their scope of practice.
- L. CONTRACTOR shall have bilingual staff available to serve individuals or families whose language falls within the threshold standards for language availability.
- M. CONTRACTOR must conduct a criminal record background check of all staff with access to COUNTY Department information.

- (1) If the review discloses that the individual has been convicted of or is the subject of any criminal investigation relating to any felony or misdemeanor perpetrated against a child or any other felony offense, the CONTRACTOR shall prohibit that individual from employment that results in any contact with minors on probation.
- (2) The background check investigation may include, but is not limited to the following:
 - a. Criminal History Check.
 - b. Fingerprints.
 - c. Photographs.
 - d. Other, as necessary.
- (3) All costs incurred related to the completing any and all background investigations shall be the responsibility of CONTRACTOR.
- (4) COUNTY has determined the following, while the list is not all inclusive and encompassing, to be disqualifying issues for employment regarding access to COUNTY information:
 - a. Any individual convicted of any felony or any felony reduced to a misdemeanor.
 - b. Any individual convicted of a crime of violence or moral turpitude.
 - c. Any individual that has ever been on formal probation in California.
 - d. Any individual convicted for any computer related fraud or misuse of government databases.
 - e. Preclude access to any individual that learns or knows they are related to anyone in the COUNTY Department database.

5. CONFIDENTIALITY

- A. CONTRACTOR shall not, without the written consent of the Department, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. CONTRACTOR shall immediately notify COUNTY in writing any time any request, including but not limited to any subpoena or court order, is made for any files or other records that are generated or associated with the duties or responsibilities of CONTRACTOR in the performance of this Agreement.
- B. CONTRACTOR must comply with state and federal laws and regulations regarding informed consent for children, disclosure of confidential information such as patient-identifying information, child abuse and neglect reporting requirements, and duty-to-warn issues whether those requirements apply to CONTRACTOR or COUNTY.
- C. CONTRACTOR will maintain required documentation and records keeping of services provided and participate as needed in all COUNTY, State and Federal inspections.
- D. HIPAA

CONTRACTOR agrees to abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with Department to assure appropriate and consistent handling of confidential data.

6. HIPAA – HI TECH

Where applicable CONTRACTOR agrees to safeguard and protect patient privacy as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. CONTRACTOR agrees to: (a) implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information" or "PHI", including electronic PHI); (ii) use and disclose only the minimum

necessary PHI; (iii) use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law; (iv) require third Parties to whom it may disclose PHI to agree in writing to similar restrictions and to comply with HIPAA; (v) track disclosures of PHI as required under HIPAA, to include the nature of the information disclosed, the date of the disclosure, to whom the information was disclosed, address of the recipient, if known, and the purpose of the disclosure and provide authorized Department personnel with an accounting of such disclosures promptly upon request; (vi) promptly notify authorized Department personnel of disclosures of PHI in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of PHI; (vii) promptly make PHI available to patients and authorized Department personnel upon request; and (viii) permit patients to request amendment to or correction of PHI, amend and/or correct PHI as appropriate when so requested, notify authorized Department personnel of requests for correction and amendments to PHI by patients and incorporate into PHI amendments and/or corrections made to PHI by CONTRACTOR. CONTRACTOR acknowledges that PHI received from Department shall remain the property of Department and that within ten (10) calendar days of Department's request or upon termination of this Agreement, said PHI shall be returned to authorized Department personnel or be destroyed, if so directed. CONTRACTOR has established internal policies and procedures regarding HIPAA compliance and privacy and agrees to make such policies and procedures available to Department upon request.

7. SECURITY REQUIREMENTS

- A. CONTRACTOR must have policies in place that limit the use of shared applications by staff for security measures and a secure server with the capability to provide encryption for outgoing communication as provided by HIPAA. In addition Contractor must keep participant records in a secured area and redact social security numbers from paperwork when transmitting data either by fax or email.
- B. CONTRACTOR must have access to the internet and a valid email account for communication and reporting purposes; policies in place that limit the use of shared applications by Contractor staff for security measures; a secure server with the capability to provide encryption for outgoing communication as provided by the HIPAA Security rule; Adobe Reader to access and read PDF files; and an accounting system to provide expense reports.
- C. CONTRACTOR shall become a Business Associate of the County under HIPAA

and HITECH Act, and shall sign the Business Associate Addendum in **EXHIBIT “F” Business Associate Addendum**, which is attached hereto and incorporated herein by this reference.

8. DISPUTE AND ISSUE RESOLUTION

- A. Should a dispute occur concerning CONTRACTOR’s performance or CONTRACTOR’s interpretation of specific terms of this Agreement, including, but not limited to, the validity of overpayment demands and proposed budget modifications, CONTRACTOR shall notify the Adult Division Director, of this issue within sixty (60) calendar days of its occurrence. Such notification shall include specific identification of the issues(s) under dispute, CONTRACTOR’s factual basis for the issue, CONTRACTOR’s proposed solutions, and the documentary support for the solutions.
- B. The Adult Division Director shall have fifteen (15) calendar days from receipt of the notification to render a decision on the dispute. The Adult Division Director may convene a conference between COUNTY and CONTRACTOR as part of the decision-making process. The Adult Division Director and CONTRACTOR may agree to extend the time period for a decision by the execution of a written memorandum, signed by the Parties, specifying the new time period. The decision made by the Adult Division Director shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.
- C. If CONTRACTOR disputes the decision made by the Adult Division Director, CONTRACTOR may request that the Chief Probation Officer review the decision. Such request shall be in writing and received by the Chief Probation Officer within five (5) calendar days of the date of the Adult Division Director’s decision. Such request shall include identification of the items under dispute, CONTRACTOR’s proposed solutions in summary form, the date of the Adult Division Director’s decision and any additional information CONTRACTOR deems necessary in support of its position. The Chief Probation Officer shall have fifteen (15) calendar days from the date of the Adult Division Director’s decision to render a final administrative decision. The Chief Probation Officer may convene a conference between COUNTY and CONTRACTOR as a part of the decision-making process. The decision of the Chief Probation Officer shall be the final administrative decision. Nothing in this Agreement prevents CONTRACTOR from seeking judicial review of such a final administrative decision.
- D. Pending conclusion of any dispute, the interpretation placed upon the Agreement by COUNTY will govern operation hereunder and CONTRACTOR shall proceed

diligently with the performance of the Agreement except that CONTRACTOR may terminate this Agreement consistent with paragraph 12 entitled, **TERMINATION**.

9. REPRESENTATIONS

CONTRACTOR makes the following representations, which are agreed to be material to and form a part of the inducement of this Agreement:

- A. CONTRACTOR has the expertise, training, and experience necessary to provide the services described in this Agreement; and
- B. CONTRACTOR does not have any actual or potential interest adverse to COUNTY nor does CONTRACTOR represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and
- C. CONTRACTOR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

10. NON-ASSIGNMENT AND SUBCONTRACTING

- A. CONTRACTOR shall not assign, sublet, or transfer this Agreement, or any part hereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior written and expressed approval of COUNTY.
- B. Functions undertaken by CONTRACTOR may be carried out under subcontracts only upon obtaining the prior written approval of COUNTY. All such subcontracts shall be in writing and shall abide by such federal, State, and local laws and regulations which pertain to this Agreement. No subcontract shall terminate or lessen the legal responsibility of CONTRACTOR to COUNTY to ensure that all activities under this Agreement will be carried out.

11. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, cost of staff time, and investigation costs) of whatever

kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR'S officers, agents, or employees, independent CONTRACTOR'S, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of CONTRACTOR by any person or entity.

12. INSURANCE

CONTRACTOR, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CONTRACTOR's actions in connection with the performance of CONTRACTOR's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

CONTRACTOR shall not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, CONTRACTOR shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

CONTRACTOR shall promptly deliver to the COUNTY's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the COUNTY's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CONTRACTOR shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by CONTRACTOR or COUNTY as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event CONTRACTOR has employees who may perform any services pursuant to this Agreement, CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

CONTRACTOR shall require any sub-contractors to provide workers' compensation for all of the sub-contractors employees, unless the sub-contractors employees are covered by the insurance afforded by CONTRACTOR. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, CONTRACTOR shall provide and/or require each sub-contractors to provide adequate insurance for the coverage of employees not otherwise covered.

CONTRACTOR shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. **Liability Insurance Requirements:**
- (1) CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
- (a) Commercial General Liability Insurance including, Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering sexual abuse or molestation. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars

(\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - (d) Cyber Liability Insurance/Technology Professional Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the COUNTY, coverage shall be equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Coverage shall respond to the duties and obligations as is undertaken by the Service Provider in this agreement and shall be included, but not 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, regulatory fines and penalties as well as credit monitoring expenses.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of

the following three options: (I) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- (3) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
 - (4) Any self-insured retentions in excess of one hundred thousand dollars (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.
 - (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONTRACTOR, at CONTRACTOR’s option, shall either (is) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of CONTRACTOR’s obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the CONTRACTOR shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) calendar days written notice by CONTRACTOR in the case of non-payment of premiums, or thirty (30) calendar days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. CONTRACTOR shall immediately obtain replacement coverage for any insurance

policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the COUNTY Risk Manager.
- e. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.
- f. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a CONTRACTOR's personnel deliver or perform services for the County while on COUNTY property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, County shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement are insufficient to reimburse COUNTY for the premiums and any associated costs, CONTRACTOR agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by

COUNTY to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. TERMINATION

- A. Either Party may terminate this Agreement, with or without cause, upon thirty-day (30) prior written notice to the other party. In the event of termination of this Agreement for any reason, COUNTY shall have no further obligation to pay for any services rendered or expenses incurred by CONTRACTOR after the effective date of the termination, and CONTRACTOR shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.
- B. COUNTY may at his election, with or without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) calendar days after personal delivery, or twenty (20) calendar days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other Party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either CONTRACTOR or COUNTY, CONTRACTOR shall submit to the responsible COUNTY Department all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) calendar days after the effective date of any written Notice of Termination.
- C. Notwithstanding the foregoing, CONTRACTOR'S failure to comply with the terms of this Agreement, Federal, State and local laws, regulations, licenses and directives with respect to the provision of mental health services, or directions by or on behalf of COUNTY issued pursuant hereto, shall constitute a material breach hereof and COUNTY may terminate this Agreement immediately.
- D. COUNTY'S failure to exercise the aforementioned rights of termination shall not constitute a waiver of its rights. Such rights may be exercised at any subsequent time.
- E. In the event of termination of this Agreement, and upon CONTRACTOR'S receipt of notice of termination, CONTRACTOR shall:
 - i. Use its best efforts to eliminate or minimize all continuing or new costs or expenses.
 - ii. Promptly report to COUNTY in writing all information necessary for reimbursement of any outstanding claims and continuing costs.

14. EXIT PLAN

Exit planning is the process of planning for the eventual transfer, sale of the business, or death of the business owner. CONTRACTOR can ensure the continuity and stability of the business by developing an exit strategy. CONTRACTOR shall provide an exit plan detailing the specific actions and initiatives needed to execute chosen strategy.

15. NOTICES

A. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) calendar days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

(1) To **COUNTY**: Kern County Probation Department
William Dickinson, Chief Probation Officer
2005 Ridge Road
P.O. Box 3309
Bakersfield, CA 93385-3309

(2) To **CONTRACTOR**: *Contractor Name*
Contact
Address
City, State, Zip

B. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

16. CONFLICT OF INTEREST

Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq., and Section 87100 et seq., of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that it is unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof. CONTRACTOR shall comply with the

requirements of Government Code Section 87100 et seq. during the term of this Agreement.

17. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties of interest at the time of the modification.

18. OWNERSHIP OF DOCUMENTS AND RECORDS MANAGEMENT

- A. CONTRACTOR shall maintain and preserve all fiscal records, documents, and correspondence related to this Agreement for a period of five (5) years after the close of the fiscal year in which services are rendered or until all audit findings are resolved, whichever is later.
- B. CONTRACTOR shall retain all medical treatment records for a period of at least seven (7) years after the patient is discharged. If the patient is a minor, the medical treatment records shall be retained for at least seven (7) years or for a period of at least one (1) year after the minor attains the age of eighteen (18), whichever is the longer. Retention and destruction of medical records are subject to the provisions of Health & Safety Code section 123145. Such medical records shall be shredded before disposal or may be disposed of in any other commercially practicable fashion, which assures patient confidentiality.
- C. A log shall be maintained which shall include, for each record destroyed, at least the following: Client's name, Chart Number, Client's Date of Birth, Client's Social Security Number, Client's Sex, and Treatment Dates. The log of records destroyed shall be maintained in such a format and location as to be readily available for purposes of monitoring contractual performance, as well as to provide information in response to legally authorized inquiries.
- D. CONTRACTOR is authorized and charged with the responsibility of determining when records may be destroyed pursuant to this Agreement and in compliance with applicable law.
- E. CONTRACTOR shall make any and all records, whether fiscal, medical, or other, generated pursuant to this Agreement available for inspection by the COUNTY. The State of California and/or Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the COUNTY herein.

19. CHOICE OF LAW/VENUE

Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the COUNTY of Kern. Accordingly, Parties agree that the venue of any action relating to this Agreement shall be in the COUNTY of Kern.

20. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

21. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, not or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time-to-time.

22. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

23. COMPLIANCE WITH LAW

A. CONTRACTOR shall observe and comply with all applicable COUNTY, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

- B. CONTRACTOR shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by COUNTY, State, or federal authorities; and
- C. CONTRACTOR shall adhere to Title 9 of the Social Security Act and conform to all other applicable federal and State statutes and regulations.

24. CAPTIONS AND INTERPRETATION

- A. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.
- B. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

25. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

26. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

27. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE.

- A. Parties mutually agree to abide by all Federal, State and local laws including, but not limited to, all laws respecting employment discrimination. Each Party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to not take any action that may be inimical to the other Party's faithful performance hereof.
- B. CONTRACTOR shall provide services which incorporate the racial and ethnic values and beliefs of the consumer; and shall deliver such services in a manner which meets the consumer's and his/her family's lifestyle whenever possible.

28. POLITICAL-RELIGIOUS ACTIVITY

- A. No person performing any services or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state or federal office.
- B. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

29. ENTIRE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

30. AUTHORITY TO BIND COUNTY

It is understood that CONTRACTOR, in CONTRACTOR's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

31. NON-COLLUSION COVENANT

CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. CONTRACTOR has not received from COUNTY any incentive or special payments, or considerations not related to the provision of services under this Agreement.

32. NEGATION OF PARTNERSHIP

In the performance of all services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is, in fact and law, an independent CONTRACTOR and not an agent or employee of COUNTY. CONTRACTOR has and retains the right to

exercise full supervision and control of the manner and methods of providing services to COUNTY under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the provision of services under this Agreement. With respect to CONTRACTOR's employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, State or local, and compliance with any and all other laws regulating employment.

33. PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF FISCAL RECORDS

CONTRACTOR agrees to maintain and make available to COUNTY accurate fiscal books and records relative to all activities of the Organization. CONTRACTOR shall permit COUNTY to audit, examine, and make excerpts and transcripts from such records, and to conduct audits and financial monitoring reviews of all invoices, materials, records, or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such fiscal data and records in an accessible location and condition for a period of not less than five (5) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COUNTY herein.

34. SIGNATURE AUTHORITY

Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT:
Kern County Probation Department

COUNTY OF KERN

By: _____
William Dickinson
Chief Probation Officer

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Office of the County Counsel

Contractor Company Name

By: _____
Kathleen Rivera, Chief Deputy County Counsel

By: _____
Contractor name



**KERN COUNTY PROBATION DEPARTMENT
EXHIBIT "C"
SLIDING SCALE WORKSHEET**

For probationers earning at or above \$_____ / year or \$_____ / month:

Services	Cost Per Session
Initial Intake Assessment (one time - _____ hours)	\$ _____
Group Psychotherapy (_____ hour)	\$ _____
Individual Psychotherapy (_____ hour)	\$ _____
Family Psychotherapy (_____ mins)	\$ _____

For probationers earning at or above \$_____ / year or \$_____ / month:

Services	Cost Per Session
Initial Intake Assessment (one time - _____ hours)	\$ _____
Group Psychotherapy (_____ hour)	\$ _____
Individual Psychotherapy (_____ hour)	\$ _____
Family Psychotherapy (_____ mins)	\$ _____

For probationers earning at or above \$_____ / year or \$_____ / month:

Services	Cost Per Session
Initial Intake Assessment (one time - _____ hours)	\$ _____
Group Psychotherapy (_____ hour)	\$ _____
Individual Psychotherapy (_____ hour)	\$ _____
Family Psychotherapy (_____ mins)	\$ _____

For probationers earning at or above \$_____ / year or \$_____ / month:

Services	Cost Per Session
Initial Intake Assessment (one time - _____ hours)	\$ _____
Group Psychotherapy (_____ hour)	\$ _____
Individual Psychotherapy (_____ hour)	\$ _____
Family Psychotherapy (_____ mins)	\$ _____

For probationers earning at or above \$_____ / year or \$_____ / month:

Services	Cost Per Session
Initial Intake Assessment (one time - _____ hours)	\$ _____
Group Psychotherapy (_____ hour)	\$ _____
Individual Psychotherapy (_____ hour)	\$ _____

Family Psychotherapy (_____ mins)	\$_____
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The following are not chargeable to probationers:

- a) Setting up new clients/collecting financial information, documentation, reviewing reports, and scheduling.
- b) Completion of reports.
- c) Monthly meetings, emails, and/or telephone calls with probation officers.
- d) Prep work.
- e) Polygraph scheduling, polygraph preparation with Polygraph Examiner, and review of polygraphs.
- f) CASOMB certification, conferences, etc.
- g) Letters requested by probationers, or speaking with other/previous therapists, etc.

**KERN COUNTY PROBATION DEPARTMENT
EXHIBIT “D”
CASOMB PROVIDER AGENCY CERTIFICATION REQUIREMENTS**



Provider Agency Certification Requirements

January 2019

California Sex Offender Management Board (CASOMB)

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Introduction:

For the safety and well-being of California's citizens, especially those most vulnerable to sexual assault, it is essential to manage known sex offenders living in the state's communities in ways that most effectively reduce the likelihood that they will commit another offense, whether such reoffending occurs while they are under the formal supervision of the criminal justice system or takes place after that period of supervision comes to an end.

Specialized sex offender treatment programs which consistently deliver state-of-the art rehabilitative services play a major role in these community protection efforts.

There is general agreement that correctional programming, properly designed and delivered, is effective in reducing criminal recidivism. There is strong evidence that sex offender treatment, when provided correctly, significantly reduces the risk of future sexual victimizations. Current research strongly supports the view that treatment and management efforts driven by the basic principles of correctional programming, and particularly by the "Risk, Need and Responsivity Principles," are the best practice in the general corrections field as well as in the field of specialized sex offender treatment.

Risk, Need and Responsivity (RNR) is used in this document to refer to a set of established principles in the field of offender rehabilitation and recidivism prevention. These principles were developed primarily by researchers and authors Don Andrews and James Bonta. Information about RNR is available from many sources, among them an excellent review is available at <http://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/rsk-nd-rspnsvty/index-eng.aspx>.

The RNR model describes consistent patterns found in hundreds of evaluations of offender treatment programs in terms of three guiding principles (RNR, Andrews & Bonta, 2006). Programs that do not target any of the three principles have been found to either have no effect on recidivism or increase it, while those that target all three have the most positive impact upon recidivism rates. The available body of research clearly indicates that sexual offender interventions should be grounded in RNR principles to maximize efficacy.

1. The Risk Principle matches the intensity of treatment to the offender's risk to re-offend. In short, it speaks to the issue of who should be treated. This means that higher risk offenders should receive more intensive interventions than lower risk sexual offenders. Programs that target high risk offenders produce substantially greater reductions in recidivism than those that treat low risk offenders.

2. The Need Principle speaks to the issue of what should be addressed in treatment. Treatment should target social or psychological factors that are linked to offending. These are referred to as criminogenic needs since they are the risk relevant factors that need to be addressed to reduce recidivism.
3. The Responsivity Principle speaks to the issue of how treatment should be delivered. Service delivery is designed to motivate offender clients so that they become partners in their own treatment process. The Responsivity Principle focuses on maximizing the response to treatment by tailoring it to the learning style, personality, motivation, abilities and skills of the offender client.

Programs must be shaped, guided and kept up-to-date by being grounded in the best available knowledge. Successful therapeutic outcomes require the administrators and clinicians operating such specialized programs to be knowledgeable about many important areas. Among the most important of these topic areas are the following:

- theoretical perspectives on sexual offending,
- characteristics of different types of sexual offenders,
- evidence-based models of treatment,
- effective ways to address the wide range of criminogenic needs found among adult sex offenders,
- basics of how the criminal justice system responds to and manages convicted sex offenders,
- successful treatment completion.

Sex offender-specific therapy is an important component of the Containment Model of sex offender management. Since the California Penal Code, as modified by “Chelsea’s Law”, has now committed the state to using the Containment Model, it is essential that all treatment programs conform to the model’s expectations. Collaboration, communication and teamwork between treatment providers, parole agents, probation officers, polygraph examiners, victim advocates, and other stakeholders are key elements necessary for the effective management of sex offenders under the Containment Model.

In order to be certified, a Treatment Provider Agency must meet certain standards as identified by the California Sex Offender Management Board (CASOMB) and described in the following sections of this statement. Provider agencies should not view the information provided here as sufficient to develop the required statements and documents. Familiarity with the literature related to sex offender treatment is expected and references to, as well as citations from that literature should be a part of the program’s documentation. Familiarity with the general standards of practice for mental health professionals must also be referenced.

When the provider agency applies for CASOMB certification, the agency representative must attest to the fact that the provider agency has created and has on file documentation, in compliance with CASOMB criteria, which guides and supports the provision of specialized sex offender treatment services. Certified provider agencies shall utilize evidence-based and emerging best practices to the greatest extent possible. It is expected that all providers who work in the program will be familiar with the materials and use them as the program's guiding documents. Certified provider agencies must use CASOMB certified treatment providers.

The agency representative is also attesting that they will submit to CASOMB/SARATSO data in the designated format when requested. The data is required to measure the effectiveness of the Containment Model at the local level and determine whether the agency is operating according to basic standards of the Containment Model as part of CASOMB's quality accountability requirements.

Agencies do not have to be psychological corporations but do need to have appropriate business licenses for their locations. Owners of provider agencies do not have to be licensed mental health professionals as long as there is a certified independent provider supervising all clinical services.

CASOMB may revise these standards and requirements at any time.

Required Areas for Treatment Provider Agency Manuals

The primary method each provider agency shall use to verify that it meets the conditions for certification is the documentation of program theories, policies, and, practices, in a Provider Agency Manual.

Each provider agency shall have a detailed written “Provider Agency Manual”, that informs the operations of the agency and guides the delivery of sex offender specific services. The information that must be included in the Provider Agency Manual is described in the following pages under the program requirement headings. The statements prepared for the Provider Agency Manual shall address all of the aspects of the topic as detailed in the explanations of each Requirement Area.

The Manual shall address, at a minimum, each of the following requirements areas

1. Overview Statement of Provider Agencies Theory
2. Basic Operating Policies and Procedures
3. Implementation of the Containment Model
4. Use of the Polygraph within the Containment Model
5. Assessment Based Treatment and Supervision Planning
6. Treatment Modalities
7. Informed Consent and Waiver of Confidentiality
8. Treatment Contract
9. Written Treatment Plan
10. Treatment Completion
11. Other Documentation
12. Complaints Against Treatment Provider or Treatment Provider Agencies

CASOMB reviewers need to be able to find the necessary information. Therefore, the Provider Agency Manual shall be organized according to the following requirements. The Provider Agency Manual shall include a Table of Contents with page numbers indicated. The sections or requirement areas need to be in the same order as the Treatment Provider Certification Requirements. Sections and subsections need to be clearly labeled. Provider agencies may choose to include other materials in the Provider Agency Manual, which should be included in the appropriate sections or in additional sections.

Some requirements need to be supported by the use of corresponding forms. Each of these forms must include a client signature line. Copies of these forms should be included in the appendices of the Provider Agency Manual. **The following forms are required:**

- **Informed Consent**
- **Waiver of Confidentiality/Release of Information**

- **Consent for Polygraph Testing**
- **Treatment Contract**
- **Model of the Treatment Plan**

Upon request, the Provider Agency Manual will be made available for CASMOB audit or review. The Provider Agency Manual will need to be provided to CASOMB in electronic form such as a PDF or a word processing document. Provider agencies should be aware that Probation or Parole may request access to the manual. If there are concerns regarding the use of the manual, an agreement regarding the confidentiality of this proprietary information should be reached before the manual is released.

Disclaimer regarding the Public Records Act for Provider Agency Manuals

CASMOB considers the manuals to be exempt from disclosure under the Public Records Act (PRA). If a PRA request is made for a manual, CASOMB may refuse to disclose the requested documents unless ordered by a court. CASOMB will not retain possession of any submitted materials and, for purposes of the California Public Records Act, will treat such documents as trade secrets and proprietary information of each respective provider agency.

Requirement 1: Overview Statement of the Provider Agency's Theory

The provider agency shall have, a written overview statement that describes the program's theory, policies and practices in delivering sex offender specific services.

The field of sex offender evaluation and treatment continually evolves based on research and published resource materials. Each certified provider agency shall have a statement of the knowledge base, which guides its use in the delivery of services. This overview statement need not be exhaustive.

The statements shall set forth:

1. Position regarding theories of change and rehabilitation
2. Methods of intervention that facilitate change
3. Perspective on the importance of a victim-sensitive approach and the approach to resolution of harm to victims

Requirement 2: Basic Operating Policies and Practices

The provider agency shall describe policies and practices which guide agency operations, including, but not limited to, those listed in the topic areas below.

Explain in this section of the Provider Agency Manual how your agency will comply with the following administrative requirements:

1. Use of Certified Providers
2. Maintenance of CASOMB certification documentation for each current provider (This documentation must be kept on file by the program)
3. Documentation of CASOMB required clinical supervision
4. Compliance with ethical standards for each provider as required by their professional discipline (Board of Behavioral Sciences or Board of Psychology) and the ATSA Code of Ethics
5. Treatment provider boundaries with offender clients
6. Compliance with the CASOMB requirement to submit new or departing employee notifications via the CASOMB employee update form (see appendix)
7. Ensure and support ongoing staff training in accordance with CASOMB Provider Certification requirements
8. Use of assessment instruments as required by SARATSO, including policies and procedure related to training and certification of providers
9. Adherence to NexTEST requirements (required by the Department of Justice for provider agency access to Criminal Offender Record Information)
10. Monitoring compliance with CASOMB and SARATSO requirements

Requirement 3: Implementation of the Containment Model

The provider agency shall have a written policy describing how the agency meets the expectations of the Containment Model approach.

The policy shall articulate the practices of the Provider Agency with regard to the following:

1. "The certified sex offender management professional shall communicate with the offender's probation officer or parole agent on a regular basis, but at least once a month, about the offender's progress in the program and dynamic risk assessment issues, and shall share pertinent information with the certified polygraph examiner as required." (Penal Code § 290.09)
2. Pursuant to Penal Code § 1203.067 and 3008, disclosure of confidential details from the treatment process should be limited to containment team members. The "Containment Team" includes the supervising officer, certified Provider Agency, and polygraph examiner.
3. Adjunct containment team participants (victim advocates, visiting professionals, law enforcement officers) should receive only general information regarding current risk level and information necessary to manage risk
4. Commitment to a victim-sensitive perspective on sex offender management
5. Collaboration and communication with the supervising authority, e.g.,
 - a. timely reports of non-compliance with the treatment program requirements
 - b. timely reports of any evidence that an offender has an increased risk to reoffend
 - c. periodic treatment updates on the offender's attendance and participation

California has adopted the Containment Model, a comprehensive strategy to manage offenders in a systematic and collaborative manner. (See Appendix B) The model recognizes that multiple entities play important roles in the community management of sex offenders and stresses the importance of open ongoing collaboration between these key players.

Requirement 4: Use of the Polygraph within the Containment Model

The provider agency shall have a policy for the use of Post Conviction Sex Offender Testing (PCSOT) polygraph examinations as required by Penal Code § 1203.067 and 3008.

The description of the Provider Agency's approach to polygraph testing should include:

1. Description of the types of polygraph examinations used
2. Informed consent process for polygraph testing (model forms are available on the CASOMB website)
3. Procedures for complying with CASOMB's "Post Conviction Sex Offender Polygraph Standards" including, but not limited to: use of polygraph examiners who affirm they comply with CASOMB's requirements for polygraph examiners, and suitability of client offender for polygraph testing
4. Procedures for preparation of each client for polygraph testing
5. Procedures for debriefing the client after polygraph testing
6. Policies regarding the transmission of polygraph results to the other members of the Containment Team

Penal Code § 1203.067 and 3008 require participation in compelled polygraph examinations. Refusing to answer questions based on the Fifth Amendment privilege against self-incrimination during a polygraph examination could result in revocation of probation, parole or supervised release. However, answers to questions during a polygraph examination cannot be introduced as evidence against the person at a criminal proceeding, including trial. Polygraph informed consent forms should describe possible ways that answers could be used in civil commitment proceedings

(see CASOMB model Informed Consen and Release forms on the CASOMB website).

Requirement 5: Informed Consent, Waiver of Confidentiality, Authorized Release of Information, and Treatment Contract

The provider agency shall have forms for obtaining Informed Consent to treatment, Waiver of Confidentiality, Authorization for Release of Information, and a Treatment Contract.

This section should include the agency policy and practices for:

1. Explaining and obtaining informed consent from the offender client
2. Consequences and procedure if the client refuses to sign the Informed Consent, Waiver of Confidentiality, Authorization for Release of Information, or Treatment Contract forms
3. Modification of procedures for individuals who have unique or special needs such as cognitive limitations, mental health issues, language or other barriers

The Agency's forms shall be included in the appendix. Each form should be signed by the offender client. After review and signature the Provider Agency shall provide a signed copy of the treatment contract to each offender client and the supervising officer.

A. Informed Consent

Clients should understand the screening, assessment and treatment processes prior to the onset of services. Clients participating in treatment and/or screening are required to give informed consent for assessment and treatment (Penal Code § 1203.067, 3008.) Provider agencies or providers should use language that each client can comprehend. Clients who refuse treatment must be advised that refusal to give consent can result in legal consequences. The provider agency must ensure that the client has the capacity to understand and give informed consent.

The following components should be included in the informed consent form:

1. A description of the assessment and treatment processes
2. A description of the frequency and length of sessions and estimated duration of treatment
3. A statement regarding the possible benefits and risks of treatment, and possible adverse effects from treatment
4. Consequences of refusing to participate in treatment
5. Alternative forms of treatment, for example whether or not to take a medication
6. An explanation of the limits of confidentiality including the possible legal impact of disclosures

7. CASOMB and SARATSO outcome evaluations as required by Penal Code §1203.067 and 3008
8. Training, education, and experience of the treatment provider.
9. Name and contact information for the clinical supervisor of unlicensed providers
10. An explanation of the nature of, limitations and boundaries of the therapeutic relationship
11. A statement allowing for open, two-way communication between the professional staff members within the provider agency to facilitate communication related to supervision, consultation, case conferencing, back- up, and other interagency communications
12. Information about client fees for assessment, treatment, polygraph examinations and other costs
13. A statement explaining client rights and responsibilities, including maintaining the privacy and confidentiality of other persons who are in the treatment program (This information may be provided in a separate document)
14. A description of the agency's internal complaint process and the CASOMB complaint process
15. For internal research the provider agency must state its policy on the use of file information for research and on the solicitation of client participation in research projects, whether within the agency or by outside investigators.

NOTE: The above list is not intended to be a legal guide or a comprehensive, authoritative review of all the elements required for informed consent.

B. Waiver of Confidentiality

Clients are required by law to agree to waive the psychotherapist – patient privilege to enable communication between the provider and the supervising officer or agent. (Penal Code § 1203.067, 3008.) This does not mean the provider must share everything that is disclosed in the treatment process. A provider shall explain to clients that information disclosed in a mental health treatment context is confidential with certain exceptions.

Clients must clearly understand that they will be expected to give their written permission (*Waiver of Confidentiality* or *Authorization for Release of Information*) for the provider agency to share information about them with supervising officer and polygraph examiner. Providers should explain the other limits of confidentiality, such as child abuse reporting, *Tarasoff* warnings, etc.

The waiver must explain that the following entities are required to communicate openly with each other regarding risk related information: supervising agency,

polygraph examiner (agency), and treatment provider agency. A separate release of information form must be generated and signed to allow communication with adjunct participants on the containment team.

The provider agency's waiver of confidentiality form must meet professional standards of practice and must be written so that it can be understood by the individuals who are required to sign it. In accord with the Health Insurance Portability and Accountability Act (HIPAA) regulations, the provider agency must provide a statement of its privacy practices which addresses the handling of confidential client information and documents.

C. Authorization for Release of Information

Providers must obtain a signed authorization to exchange information with other entities.

1. CASOMB conducts accountability reviews of provider agencies. Authorization to Release Information must include CASOMB or the CASOMB designee.
2. Multi-Health Systems and the CA Department of Justice (DOJ) must be included. The Level of Service / Case Management Inventory (LS/CMI) test score is submitted to Multi-Health Systems (the publisher of the instrument), and to the CA Department of Justice (DOJ).
3. Communication with adjunct participants in the containment team requires a release of information.
4. If the offender has additional therapists or treatment providers external to the certified provider agency, a separate release shall be arranged for each of the professionals involved.
5. External consultants or external clinical supervisors involved with the treatment program shall also be listed on the release of information forms before a case is discussed with them.

D. Treatment Contract

A treatment contract describes the roles and responsibilities of the provider agency and what is expected of the offender client. Written agreements between treatment providers and their clients are standard in the sexual offender treatment field. Such agreements can be particularly useful in establishing the offender client's responsibility, accountability, and ownership with respect to his or her engagement in treatment. They document in writing that the client has been informed of the conditions and requirements of the treatment program as well as the consequences of violating these conditions. Although the contract should not enter into specifics with regard to the possible responses of the criminal justice system, it should be made clear that client violations of the contract may be the basis of the imposition of

sanctions by the criminal justice system including a return to court for revocation of probation or parole. The treatment contract requires the signature of the offender client to signify willingness to participate in the ways that are stated in the contract.

The treatment contract shall define the **role and responsibilities of the provider agency** with respect to, at a minimum, the following areas. The treatment contract shall:

1. Describe the type, frequency, and requirements of the treatment, and outline how the duration of treatment will be determined;
2. Describe and clarify program rules and behavioral expectations;
3. Define and provide statements of the costs of the assessment, evaluation, and treatment, including all psychological tests, physiological tests, and consultations;
4. Describe the right of the client to refuse treatment and describe the risks and potential consequences and outcomes of such a decision;
5. Describe the provider agency's grievance process to address and resolve client complaints.

The treatment contract shall define the **role and responsibilities of the client** (as applicable) with respect to, at a minimum, the following areas. The treatment contract shall:

1. Describe compliance with attendance policies and procedures for handling cancellations and tardiness
2. Describe expected participation in assessments, treatment sessions and treatment homework
3. Describe financial expectations including paying for the cost of evaluation and treatment for him or herself, and to his or her family, if applicable;
4. Describe provider's expectation that the client notify the treatment provider of any changes or events in the life of the client, the members of the client's family, or support system;
5. Describe any other provider agency rules and requirements to which clients are expected to adhere.

Requirement 6: Assessment of Offender Clients

The provider agency shall have, a written overview statement that describes the program's theory, policies and practices in delivering sex offender specific services.

The provider agency shall have a policy regarding use of assessment tools and the application of findings to sex offender-specific treatment planning and management by the containment team.

Sex offender-specific assessments assist in developing supervision and treatment strategies to put in place external controls and to aid offenders in developing their ability to self-regulate. The Provider Agency Manual shall include, but is not limited to, the following:

1. Criteria for accepting or rejecting offender clients (some agencies may not be experienced or qualified in treating certain populations such as developmentally disabled offenders or severally mentally ill offenders)
2. The intake process, including receipt of referrals (referred by a department, the client calls the agency directly, etc.), and time frame for scheduling initial appointments with offender clients
3. Comprehensive assessment policy and procedures
4. Referral criteria for medication evaluation, including but not limited to medication used for sexual arousal management
5. Describe how the agency will gather and use information obtained during the assessment process to individualize treatment and supervision.

Provided below are expectations for specific aspects of the assessment process, which should be integrated into each agency's manual.

- A. The initial intake process should be completed within 30 days of the client offender's referral to the provider agency. As soon as a provider agency is aware they cannot treat a client, they should inform the appropriate party as soon as possible. The intake process should include the collection of demographic information, review of Static-99R scores, criminal history, information on funding sources and fees, and the offender client's willingness to participate and comply with treatment rules.
- B. Assessments completed pre-sentencing, in custody, or other situations may or may not be relevant for outpatient community based treatment. If the assessment is not valid for your agency setting, a new assessment should be completed
- C. Unless a previous sex offender specific assessment was completed (by another agency) no more than twelve (12) months prior to the beginning date of treatment, the program shall complete a new sex offender-specific assessment

- D. SARATSO specific assessments (dynamic and violence) should be completed annually or when there is a significant intervening event that would affect the risk characteristics
- E. Assessment should be viewed as an ongoing process that begins with the initial assessment at intake and continues as treatment proceeds.
- F. Comprehensive assessment should be completed in 90 and no more than 120 days, and should incorporate the following:
 - 1. Risk levels for sexual reoffense and violent reoffense using the SARATSO approved risk instruments. Neither SARATSO requirements nor these criteria are intended to restrict the use of the other appropriate evaluation instruments, as long as the SARATSO expectations are met
 - 2. Criminogenic needs identified on the dynamic risk assessment tools
 - 3. Identify issues related to engagement and responsivity
 - 4. Neurodevelopmental impairments, traumatic brain injuries,
 - 5. Trauma history
 - 6. Cognitive functioning
 - 7. Presence of mental health issues
 - 8. Drug and alcohol use
 - 9. Level of denial or responsibility taking
 - 10. Degree of coercion and violence in sexual offense(s)
 - 11. Prior history of violence, e.g., domestic violence, assaults
 - 12. Presence of sexual deviance, interests and paraphilia
 - 13. Antisocial orientation including criminal or sexual behavior, or psychopathy
 - 14. Social relationship history
 - 15. Review of criminal justice and other collateral information
 - 16. Offender-specific psychological testing, when indicated. Providers are encouraged to utilize testing instruments that are accepted in the sex offender treatment field, such as those recognized by the Association for the Treatment of Sexual Abusers [ATSA]
 - 17. Pertinent medical history
 - 18. Motivation and amendability to treatment
 - 19. Any past treatment history and response
 - 20. Other case specific information

Requirement 7: Written Treatment Plan

The provider agency shall develop and make consistent use of a written treatment plan for each offender client that articulates treatment goals agreed upon by both the agency and the client.

In this section please include the agency's written policy and procedure regarding the development and review of the Treatment Plan. Please include:

1. Use of the assessment for development of the treatment plan
2. Procedure for review of the treatment plan with the offender client, include time frame for initial review, which shall not exceed 120 days, time frame for periodic review and the participants involved in the Treatment Plan review/update.
3. Agency's response if the offender client refuses to participate in treatment planning or refuses to sign a treatment plan
4. Include a sample written treatment plan in the appendix

The treatment plan articulates a set of achievable goals and evidence-based interventions that provide a way to measure and record progress toward those goals or the lack of progress. The treatment plan should allow a way for the program to assess the level of compliance and effort demonstrated by the participant.

Treatment planning and delivery follow the Risk Needs Responsivity principles. A written treatment plan shall be developed for each offender client that starts with a comprehensive assessment. This includes identified factors which contribute to that individual's risk to sexually reoffend. In line with research and best practices, a program may determine that non-sexual criminogenic risk factors need to be included in the plan based on individual case characteristics.

The treatment plan is a living document which is updated at various points during the course of treatment. The treatment plan is designed to reflect and document progress and to be a significant resource for determining when treatment has been completed.

Clients should collaborate in the development of the treatment plan and identification of goals. To show their agreement with the treatment plan, a client signs the initial plan and any subsequent updates.

The program shall utilize an evidence-based approach to creating the treatment plan so that it is supported by the professional literature in the field of sex offender treatment. The treatment plan shall be designed to assist and guide offender clients to address any or all of the following:

1. Accept responsibility for sexual offending behavior(s)
2. Develop accountability for their behavior and relationships with others

3. Develop motivation for change and deeper engagement in the treatment process
4. Collaborate with professional supports
5. Appreciate the impact of sexual offending upon victims, their families, and the community
6. Understand the relapse prevention concept and how it applies to their lives
7. Develop an individualized relapse prevention/safety plan
8. Modify thinking errors, cognitive distortions, and pro-offending attitudes and schema
9. Manage and respond to emotions and impulses in positive, prosocial ways
10. Develop healthy interpersonal skills, including communication, perspective-taking, healthy sexuality, and intimacy
11. Decrease and manage deviant sexual arousal or interests
12. Establish, maintain or expand positive support systems
13. Develop and practice self-management methods to avoid sexual reoffending
14. Identify and manage issues of anger, power and control
15. Modify an antisocial orientation to life
16. Identify and address any personality traits that are related to the potential for sexual reoffending
17. Identify and address any additional criminogenic need areas

Since information in the treatment plan can be useful in guiding supervision strategies, providers shall make a copy of the treatment plan available to the supervising officer, upon request.

Requirement 8: Treatment Modalities

The provider agency shall have a policy regarding treatment modalities.

Provider Agencies are generally expected to use a combination of group, individual, and if indicated, family therapy. The Provider Agency Manual shall include, but is not limited to, the following:

1. Description of treatment modalities (group, individual, family therapy etc) and how they meet offender client needs
2. Agency policy for assigning clients to different modalities (group, individual, family, etc.), if groups are open or closed
3. Procedure for modifications to modalities when working with individuals who have unique or special needs such as cognitive limitations, mental health issues, language or other barriers that may impede effective treatment
4. Sensitivity to cultural diversity
5. Criteria for victim reunification or contact with victims

Provider Agencies are expected to adhere to the following:

- A. Groups shall have no more than nine participants assigned per group.
- B. A group made up of between five and nine clients shall not be less than ninety minutes in length per group session
- C. A group consisting of four or fewer clients shall not be less than sixty minutes in length
- D. Groups comprised solely of individuals with low cognitive functioning or severe mental illness shall be limited to six participants. Such groups may be as short as sixty minutes in length, if clinically indicated
- E. Commingling male and female clients in the same group is not supported
- F. Individuals with gender identity concerns should be managed on a case-by-case basis
- G. It is highly recommended that groups be led by co-therapists.

Group constellation and length of each session shall be based on the risk levels, participant gender or gender identity, cognitive functioning, and criminogenic needs of the group members. For example, group members who have had voluntary sexual activity with minors (e.g., PC 261.5) and similar offenses should receive different programming than offenders convicted of forcible offenses or offenses against prepubescent children.

While group treatment is the most commonly used modality, individual counseling may be used to augment group treatment or in lieu of group treatment in those cases where it is supported by proper assessment and treatment planning.

CASOMB recommends individuals identified as above average or well-above average risk should receive a higher dosage of treatment than those at lower risk levels. The Containment Team shall determine frequency and duration of services. Justification for frequency and duration shall be clarified in the treatment plan based on individual characteristics, including risk level.

CASOMB expects programs to primarily use Cognitive Behavioral Therapies to address the core criminogenic needs identified on the SARATSO risk assessment tools. Additionally, other evidence-based methods and modalities can be utilized based on the client's needs and responsivity issues. These include but are not limited to:

- Cognitive behavioral therapy (CBT)
- Strength-based interventions
- Pro-social life goals
- Trauma informed care
- Mindfulness meditation
- Dialectic behavior therapy (DBT)
- Brain based change and bio-feedback
- Eye movement desensitization and reprocessing (EMDR)
- Motivational Interviewing (MI)
- Behavioral conditioning

Requirement 9: Treatment

The provider agency shall have a description of the treatment program and management of offender clients participating in the treatment program.

Include the following:

1. Use of a structured treatment curriculum – briefly describe the curriculum that your agency uses, the structure of the curriculum, estimated amount of time to complete the curriculum
2. Management of offender clients in denial
3. Management of offender clients with substance use disorders
4. Management of offender clients non-compliance with treatment rules
5. Treatment suspension, unsuccessful termination, and readmission
6. Compliance with CASOMB’s Treatment Completion Guidelines
7. Aftercare treatment options

The agency’s treatment curriculum does not need to be a part of the Provider Agency Manual. However, for compliance purposes it should be made available to CASOMB staff and supervising agents upon request.

Treatment Completion

The therapy component provided by a certified Provider Agency must be for a period of not less than one year, but can last up to the entire supervision term. Duration of active treatment is determined by the Provider Agency in consultation with the supervising officer. (Penal Code § 1203.067, 3008).

“Successful treatment completion” is defined as having “demonstrated sufficient progress in meeting the goals and objectives of an individualized treatment plan” at the time of release from active treatment (Practice Guidelines for the Assessment, Treatment, and Management of Male Adult Sexual Abusers, Association for the Treatment of Sexual Abusers, 2016, *14.0). At the time the client has successfully completed the therapy component he or she shall receive a statement of successful treatment completion. Provider agencies will submit a copy of the statement to CASOMB and to the supervising agency, if any. Treatment completion does not mean that the client has successfully completed the sex offender management program. When therapy ends, sup continue through the end of supervision. These elements may include, but are not limited to, GPS monitoring, follow up sessions, polygraph testing, risk assessments, and other services which may be required as part of a sex offender management program.

To the extent sex offender treatment programs are asked to continue involvement in elements of the Containment Model after therapy is completed, arrangements for compensation for services provided must be made with the supervising agency or the client. If a client is returned to the Provider Agency for follow up after issuance of a statement of successful treatment completion the statement shall not be rescinded, unless the certified sex offender management program determines it was erroneously issued based on facts not known at the time, e.g., client was actively sexually reoffending during active treatment. New sexual offense behavior, whether or not it results in revocation or new criminal charge may require reinstatement of the therapy requirements.

The requirement to participate in a Containment Model program may continue until the parolee or probationer's supervision period expires, regardless of completion of therapy. In some cases therapy and supervision end at the same time; at other times therapy ends before supervision.

See the CASOMB Treatment Completion Guidelines on the CASOMB website for further information.

Requirement 10: Other Documentation

The provider agency shall have a policy regarding documentation not previously reviewed.

In this section include:

1. Agency method for maintaining clinical files (are the files electronic or paper, how long does the agency maintain the clinical files, what happens to the files in cases in which a sole independent provider retires or passes away)
2. Procedures and timeframes for completing other documentation including clinical notes, containment team contact notes, discharge summary, periodic progress reports, and any other agency documents not previously mentioned. Sample copies of documents should be included in the appendix.

Each provider agency shall maintain appropriate case documentation. These include the following: clinical records of each therapeutic contact, containment team and other collaborative team contact, notes documenting case management activities outside of the therapeutic contact, periodic progress reports, a written discharge summary, statement of successful treatment completion and any other legally required or clinically indicated written records.

All certified provider agencies, agency employees, such as administrative and IT personnel and providers who have access to criminal record information must meet FBI and California Department of Justice requirements by taking and passing the NexTEST exam. This must be renewed every two years. Failure to renew will lead to suspension of provider agency or provider certification, or both. Email CASOMB staff at casomb@cdcr.ca.gov for instructions.

Clinical notes for each therapeutic contact must occur. These shall include information such as client name, treatment provider name, date, time, duration of contact, client level of participation, progress towards treatment goals, treatment homework assignments, topics discussed or any risk management concerns.

Written progress reports shall memorialize the individual client's involvement in and advancement through a program. Frequency and content of any such reports should be provided to the supervising officer or agent and discussed with the supervising agency.

As each client exits treatment - whether because treatment has been completed or for any other reason - a written discharge summary shall be prepared. This summary should include information such as the client's participation in the treatment program, progress on goals identified in the treatment plan, factors associated with

the risk to sexually reoffend and strategies to manage that risk. The reason for leaving treatment should also be stated. The discharge summary and statement of successful completion if applicable shall be provided to the supervising officer or agent.

Requirement 11: Complaints Against Treatment Providers and/or Provider Agencies

The program agency shall have an internal grievance procedure and procedure notifying offender clients of the CASOMB complaint process.

This section shall include:

1. The agency's internal grievance procedure. If the agency has a form for this the form should be included in the appendix
2. Procedure for notifying offender clients of CASOMB's complaints process

CASOMB is charged with overseeing compliance with program and provider certification requirements (Penal Code § 290.09).§ If someone believes that a certified treatment provider or provider agency is not operating ethically or in compliance with a Provider Agency or Treatment Provider Certification Requirement, the person may submit a complaint in writing to CASOMB with any available documentation or evidence. The complaint form in found on the CASOMB website must be legibly signed by the complainant and submitted, identifying the specific requirement that has been violated. Further documentation may be required. Complaints regarding alleged criminal and/or unethical behavior may be investigated and also referred to the appropriate licensing board or agency.

In most cases a person receiving treatment services who believes a certified treatment provider is not operating in compliance with a certification requirement should address the issue with the provider or supervising officer. In those cases where the matter is not resolved the person receiving treatment services may file a written complaint in accordance with the procedure delineated on the website.

Appendix A

Definitions

Containment Team: The “Containment Team” refers to the collaborators who work together to provide various specialized functions and services to “contain” each identified offender client living in the community under direct criminal justice system supervision. At a minimum it consists of three specialists: (1) the supervising probation officer or parole agent; (2) the provider of specialized sex offender evaluation and treatment services; (3) the polygraph examiner. Adjunct participants of the Containment Team may be added, but there are confidentiality requirements described in section 7. A brief summary of the Containment Model is included in Appendix B. Additional information about the Containment Model is available <http://ccoso.org/containment.php>. The Comprehensive Approach to sex offender management developed by the Center for Sex Offender Management (www.csom.org) also provides helpful materials.

Offender Client: The term “offender client” refers to an individual who has been adjudicated or convicted of a crime that requires registration pursuant to the Sex Offender Registration Act.

Relapse prevention: In this document the expression “relapse prevention” is not intended to describe any particular techniques, strategies or interventions but is used in its broadest sense and can be thought of as synonymous with “recidivism prevention.” Any recognized intervention which attempts to lessen the risk of re- offense may legitimately be termed relapse prevention. The use of this expression is not intended to lend support to any particular technique used in the past or currently to accomplish the goal of reducing re-offending.

Risk, Need, and Responsivity (RNR): The Risk, Need and Responsivity (RNR) principles are described below.

Risk Principle: The level of treatment and supervision resources assigned to working with an offender should be proportionate to their statistical risk for recidivism.

Need Principle: Treatment and supervision efforts should be concentrated on addressing psychological and social factors that predispose an offender client toward offending, often called criminogenic needs.

Responsivity Principle: Treatment should use methods that have generally been shown to work with offenders. It should be adapted to maximize offender client’s responsiveness and attend to their individual learning style, abilities, and culture.

SARATSO: The acronym “SARATSO” stands for State Authorized Risk Assessment Tools for Sex Offenders. SARATSO refers to the statutorily established three-member committee tasked with supporting and guiding California’s sex offender risk assessment systems. SARATSO also refers to the various risk assessment instruments authorized by the committee. More information can be found at www.SARATSO.org.

Sex Offender Management Program: This term refers to an organized structure of service delivery and supervision that involves therapy, polygraph examinations, and supervision by probation or parole. Sex Offender Management Programs adhere to the Risk Principle by matching the intensity of therapy and supervision interventions to the offender client's current level of risk and criminogenic need. This means as an offender client progresses in treatment, and risk is sufficiently managed or reduced, the dosage and intensity of treatment and level of supervision can decrease at the discretion of the Containment Team. For CASOMB purposes the provider agencies adhere to the Risk Principle by decreasing or terminating the sexual offense-specific therapy component of the Containment Model program. In California the duration of supervision is fixed, therefore completion of sex offender specific therapy does not end supervision.

Sex Offender Provider Agencies and Sex Offender Management Professionals: The sex offender professional is referred to as the “treatment provider.” A “provider agency” is an identifiable business entity with a taxpayer identification number, or is a program operated directly by a public-sector agency. A treatment provider or provider agency may only be certified by CASOMB when it has demonstrated that it meets the criteria set forth in this document. As long as the criteria have been met and certification has been granted, a provider agency, in the sense used here, may have multiple sites and many staff or, at the other end of the spectrum, may consist of one individual provider. A provider agency is expected to have a comprehensive, coherent and integrated approach to the assessment and treatment of sex offenders.

Statement of Successful Treatment Completion: For offender clients treatment completion is one component of a sex offender management program. Upon completion of active treatment, as defined in the Treatment Completion Guidelines, the provider agency shall issue a Statement of Successful Treatment Completion to the offender client, and provide a copy to the supervising agency. Provider agencies shall utilize the CASOMB Treatment Completion Guidelines in determining whether to issue a Statement of Successful Treatment Completion. Provider agencies should maintain this document as treatment completion is one of the factors considered in tiered registration termination.

Appendix B

Containment Model Overview

Four elements form the core of the Containment Model:

The central goal of the Containment Model is community and victim safety, a goal which is supported by adopting a victim-centered perspective on all aspects of sex offender management.

- Authoritative criminal justice system supervision and monitoring is needed to exert external control over offenders. Probation and parole agencies apply pressure through clear expectations and through the use or threatened use of sanctions to ensure that the offender complies with supervision conditions, including participation in specialized treatment.
- Sex offender-specific treatment based on evidence-based principles is utilized to help offenders learn to develop internal control, and to understand and interrupt their individual offense cycles.
- Polygraph examinations are used to enhance the assessment process and to help monitor the sex offender's deviant fantasies and external behaviors, including access to potential victims.
- Victim advocacy brings a realistic, victim-responsive community safety perspective to the entire effort and works to support victims who may have questions and concerns about a sex offender's re-entry into the community. The victim advocacy perspective may be represented by a victim advocate participating as an adjunct participant of the team or by the consistent stance of victim sensitivity and advocacy brought by the containment team members.

On a regular basis or on an as-need basis, the containment team may invite adjunct participants to play an important role in the management of any specific offender. These adjunct participants may include representatives of law enforcement, members of the offender's family, employers, clergy, case workers, Circles of Support and Accountability (COSA) volunteer and others who might contribute to effective management and community safety. Legal requirements around confidentiality must be resolved for each containment team meeting participant. Pursuant to Penal Code sections 1203.067 and 3008, disclosure of confidential details from the treatment process should be limited to containment team members. Adjunct containment team participants should receive only general information regarding current risk level and information necessary to manage risk.

Appendix C

Employee Change Form

The following document is intended to keep current the records of CASOMB Certified Provider Agencies' affiliated CASOMB Certified Providers, and assist with maintaining valid certification for CASOMB Providers. Provide a complete form to the CASOMB Certification Unit and retain a copy in facility in the event of an audit. Provide if employees are hired or dismissed in the interim of annual submission.



Employee Change Form

Complete and submit this form to the CASOMB Certification Unit if your agency hires new employees or has a separation in the interim of an annual submission of your list of affiliated CASOMB Certified Providers. The Employee Change Form can be sent to CASOMB@cdcr.ca.gov.

Provider Agency Name		
Employee Name	Start or Separation Date	CASOMB Certified Supervisor
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
11.		
13.		
14.		
15.		



WWW.CASOMB.ORG

CASOMB@CDCR.CA.GOV

EXHIBIT “E”
SAMPLE ANNUAL REPORT TEMPLATE



Organization Name, Year-Report Title

Name of Report Preparer! Job Title | Date

The graphs and statements below are in no way meant to be exhaustive of the requirements specified above, but rather to present several suggested examples of how you may go about presenting the data requirements as required by the Annual Report. The data shown in this Annual Report Template is not actual CBO data, so DO NOT use the data and graphs in this section as a guide to developing your RFP.

I. Introduction

Please Provide the following information in this section:

- Organizational Background/program background, goals and objectives etc.
- Brief Overview of Facility or Facilities clients are staying at. (Feel free to include a picture of the facility that services AB 109 clients-image should only take up a quarter of the page and be "in line with text. Images that contain client images must have waivers signed in order to be used.)
- Overview of the programs and services provided to clients while under care during the year.

II. Organization

Please Provide the following information in this section:

- Include Organization Chart
- Personnel List
- Specify Organization/Personnel Changes (If applicable)

The goal of this section is to get an overview of your organization and the type and number of personnel employed. This is also to serve as a check to ensure that the personnel and services provided by your organization haven't been adversely impacted the needs of the CCP's CBO program.

III. Data (Insert Tables, Graphs, Charts here)

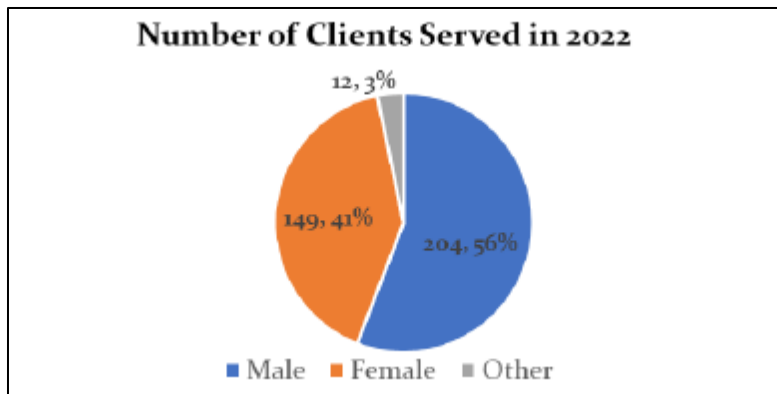
Include the following in this Section:

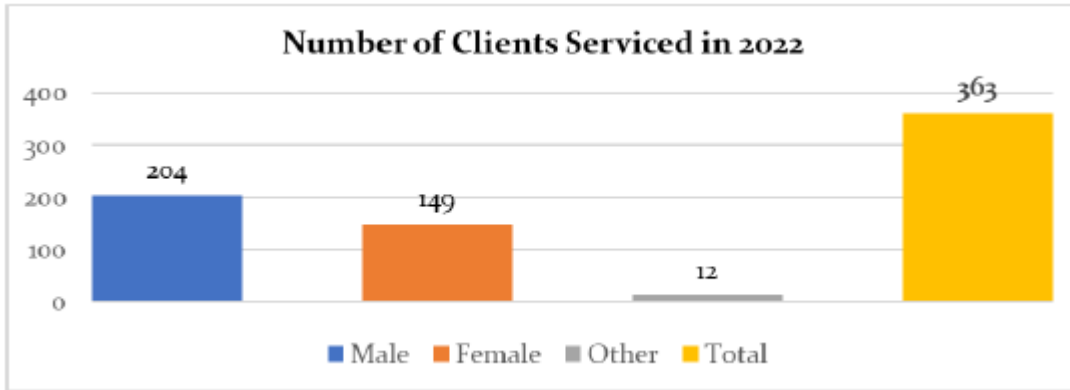
- Number of Clients Served
- Number of Clients who Successfully or Unsuccessfully completed program
- Length of stay within home(s) (Within 1-36, 37-72, 73-108, 109-144, 145-180 days of entry)
- Number of "Walkouts" from care (Within 1-36, 37-72, 73-108, 109-144, 145-180 days) as well as the reasons why they left as why they left)
- Demographics: Age, Ethnicity (White, Hispanic, Black, Asian, Pacific Islander), Gender, veteran
- Number of Drug and Breathalyzer tests administered as well as the Number of Positive Tests and Negative Tests
- Supervision status, (Felony Probation, Mandatory Supervision, Post Release, Sheriffs Parole, Electronic Monitor, other)
- Employment status/Number of clients that gained employment while in program
- Programs and Services provided to clients while in program etc.

*Utilize graphs and tables to present the above information. Include short descriptive paragraphs as necessary. For a more exhaustive list of data requirements **PLEASE REVIEW** Exhibit A Section V the Scope of Work and Section VI Deliverables of the RFP for guidance on completing this section.

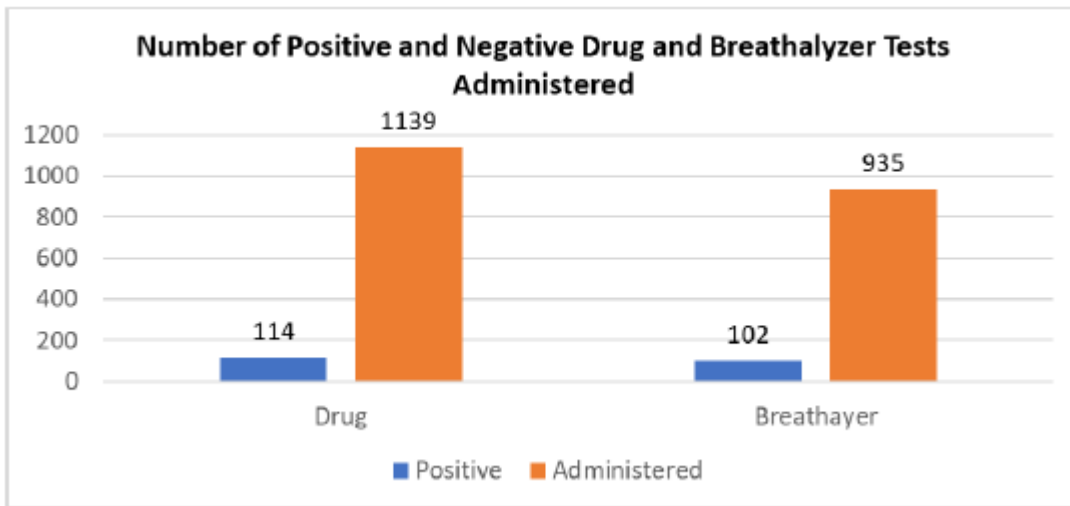
The graphs and statements below are in no way meant to be exhaustive of the requirements specified above, but rather to present several suggested examples of how you may go about presenting the data requirements as required by the Annual Report. As noted on the title page, the data shown in this section is not actual CBO data, so DO NOT use the data and graphs in this section as a guide to developing your RFP.

The CBO program has serviced clients across several different ethnic backgrounds and across multiple service dimensions throughout 2022. In this section we highlight the: number of clients served, how many clients successfully or unsuccessfully completed the program, length of client stay within home, number of client walkouts, why clients walked out, demographic factors, positive and negative drug tests, employment status, and programs and services provided to clients.

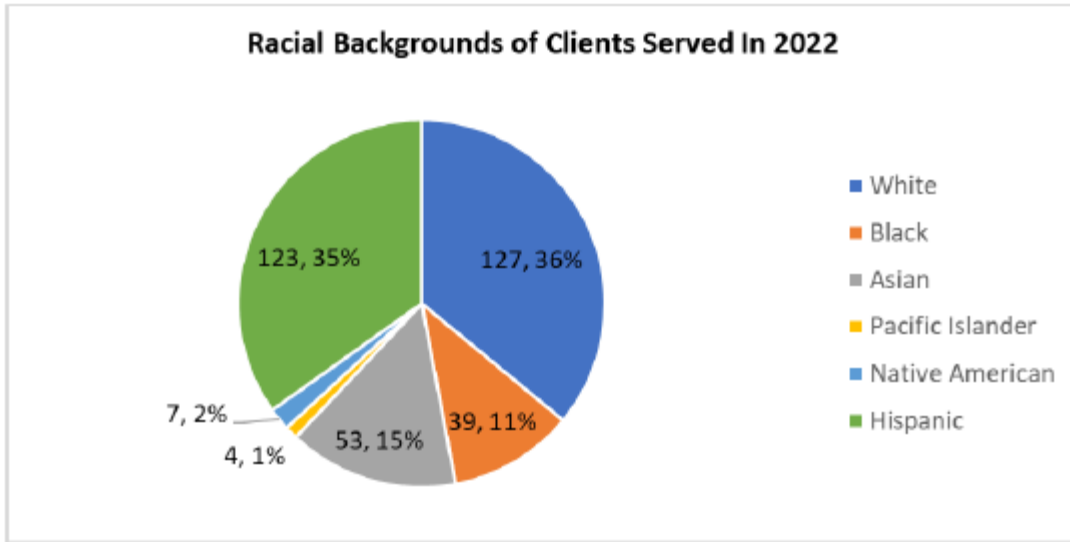




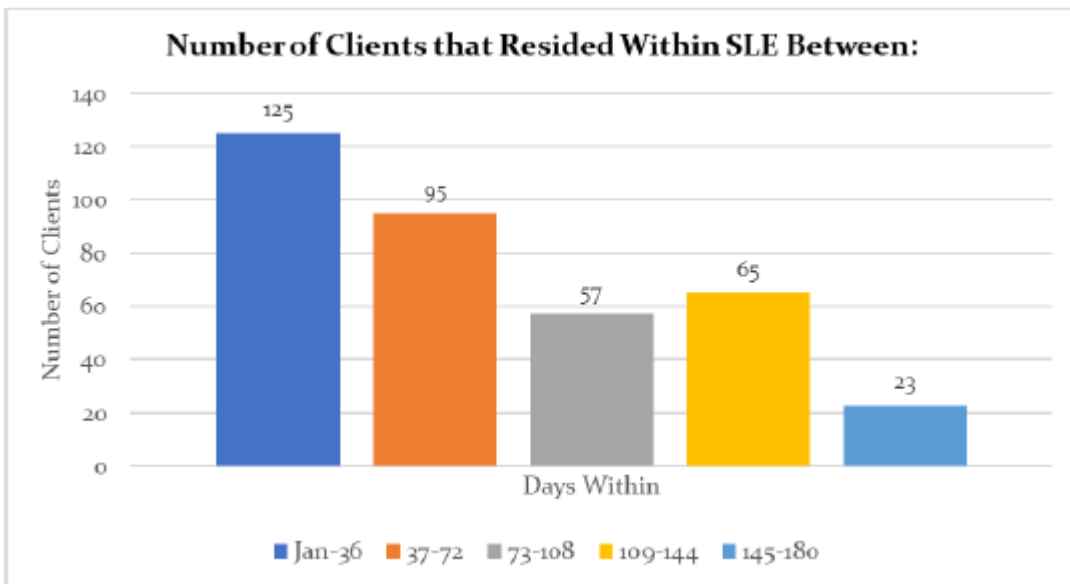
Two different graph types are shown here to present the same information. The point here is to highlight that though examples of presenting stats are provided, don't feel your locked into using the provided examples. In above example, of reporting the number of clients served by gender, that a pie graph with a short-written statement also highlighting the total number served, as well as just a bar graph showing the same information will be fine.



As can be seen in the above graph, the program has been rather successful in providing a drug free environment to housed clients. Clients that have been housed under the program have been 90% successful in staying drug and alcohol free while under care in 2022.



As can be seen in the above pie chart, the CBO program has served clients with a wide diversity of racial backgrounds.



As can be seen in the graph showing the distribution of the Number of Clients that Resided Within SLE, most stayed between 1 and 30 days of arriving. This was due to successes in gaining employment and housing elsewhere. A couple of clients stayed over the 120-day service cap since extensions were granted.



IV. Success Stories

Include the following in this Section:

- Please provide 5-7 Client Success Stories and/or Program Highlights from the Year. (Reminder: images that contain client images must have waivers signed in order to be used.)
- Please provide the Fiscal Year and the period of the time of stay of the client highlighted in the Success Story or of the Program Highlights.

V. Comments/Thoughts

Include the following in this Section:

- Please use this section to add or highlight anything else you feel or think needs to be added to this report. This can include but is also not limited to any of the following: other successes you believe should be included, any challenges you want to make known, and any feedback you would like to provide etc.

EXHIBIT “F”
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Kern (Covered Entity or “CE”), and insert contractor name (Business Associate or "BA"), dated _____. This Addendum is effective as of _____ (the "Addendum Effective Date").

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean National Toxicology Laboratories, Inc.

- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County of Kern.
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- (e) **Privacy Rule** shall I mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of

disclosures to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CRF 160.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- (d) Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than two (2) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- (e) Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- (f) Amendment of PHI. If applicable within ten (10) calendar days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) calendar days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- (g) Accounting Rights. Within ten (10) calendar days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors

shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

- (h) Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- (j) Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material

breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- (1) Audits, Inspection and Enforcement. Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

5. Termination

- a. Material Breach. A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- i. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
- iv. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
- v. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

6. Indemnification

BA agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

7. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

9. Amendment

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Sub-contractor, employee or agent is a named adverse party.

11. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

13. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Chief Probation Officer

Business Associate



**KERN COUNTY PROBATION DEPARTMENT
EXHIBIT "G"
APPLICATION FOR FINANCIAL EVALUATION FORM**

- Temporary Financial Hardship
 Emergency Assistance (Single Instance)
 Emergency Assistance (Three Consecutive Month Instance)

COURT CASE NUMBER: _____ COURT DATE: _____

INSTRUCTIONS FOR FINANCIAL EVALUATION FORM

The information you are asked to supply on this, and other forms used for financial evaluation must be complete and accurate. This information will be used in the determination of: Your ability to pay a debt owed to the County of Kern. The amount and number of monthly installments that will be required to retire a debt owed to the County of Kern. After completing this form, you will be asked to verify the correctness of this information by sworn oath under penalty of perjury. To validate your claim of indigence, this four-page form must be signed and dated by the Division Director or designee. If you have questions, ask for assistance.

APPLICANT: (LAST NAME) (FIRST) (MI) BIRTHDATE SOCIAL SECURITY #

OTHER NAMES USED IN THE LAST 10 YEARS INCLUDING MAIDEN NAME M F O MARITAL STATUS

STREET ADDRESS CITY STATE ZIP HOME PHONE # CELL PHONE #

MAILING ADDRESS IF DIFFERENT (SUCH AS POST OFFICE BOX) CITY STATE ZIP

OCCUPATION HOW LONG? EMPLOYER EMPLOYER'S ADDRESS EMPLOYER'S PHONE #

NAME OF BANK/CREDIT UNION & BRANCH TYPE OF ACCOUNT ADDRESS CITY STATE ZIP



**KERN COUNTY PROBATION DEPARTMENT
EXHIBIT "G"
APPLICATION FOR FINANCIAL EVALUATION FORM**

HOUSEHOLD EXPENSES (MONTHLY)	APPLICANT'S INCOME SOURCE	SPOUSE'S INCOME SOURCE
SHARED WITH PERSON OTHER THAN SPOUSE <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME
HOUSE PAYMENT: \$ _____ <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY	GROSS PAY: \$ _____ <input type="checkbox"/> HOURLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY	GROSS PAY: \$ _____ <input type="checkbox"/> HOURLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY
RENT: \$ _____ <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY	TAKE HOME PAY: \$ _____ <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY	TAKE HOME PAY: \$ _____ <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> MONTHLY
UTILITIES: \$ _____	UNEMPLOYMENT: \$ _____	UNEMPLOYMENT: \$ _____
TELEPHONE: \$ _____	DISABILITY: \$ _____	DISABILITY: \$ _____
FOOD: \$ _____	SOCIAL SECURITY: \$ _____	SOCIAL SECURITY: \$ _____
AUTO PAYMENT: \$ _____	VA BENEFITS: \$ _____	VA BENEFITS: \$ _____
AUTO FUEL: \$ _____	RETIREMENT/OTHER: \$ _____	RETIREMENT: \$ _____
AUTO INSURANCE: \$ _____	CHILD SUPPORT: \$ _____	CHILD SUPPORT: \$ _____
CHILD CARE: \$ _____	SPOUSAL SUPPORT: \$ _____	SPOUSAL SUPPORT: \$ _____
FINES/RESTITUTION: \$ _____	FOOD STAMPS: \$ _____	FOOD STAMPS: \$ _____
OTHER/EXPLAIN: \$ _____	AFDC/WELFARE: \$ _____	AFDC/WELFARE: \$ _____



**KERN COUNTY PROBATION DEPARTMENT
EXHIBIT "G"
APPLICATION FOR FINANCIAL EVALUATION FORM**

PLEASE LIST ALL MONTHLY PAYMENTS YOU ARE PRESENTLY PAYING (INCLUDING AUTO)				
NAME OF CREDITOR	DATE DUE	REASON FOR ACCOUNT	PRESENT BALANCE	MONTHLY PAYMENT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
LIST ALL VEHICLES OWNED	YEAR	MAKE	MODEL	FINANCED BY
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



**KERN COUNTY PROBATION DEPARTMENT
EXHIBIT "G"
APPLICATION FOR FINANCIAL EVALUATION FORM**

WARNING

Perjury is a felony punishable by confinement in a State Prison (Penal Code Section 17(a).118, 126, 127 and 672)

I DO HEREBY SWEAR, UNDER PENALTY OF PERJURY, THAT THE INFORMATION I HAVE PROVIDED FOR THE "APPLICATION FOR FINANCIAL EVALUATION" IS TRUE AND CORRECT.

EXECUTES ON (TODAY'S DATE) _____ APPLICANT'S SIGNATURE _____

AUTHORIZATION TO RELEASE INFORMATION AND DISCLOSE FINANCIAL INFORMATION

I/WE authorize the County of Kern and its duly authorized representatives to retrieve personal information from all personnel, governmental agencies, financial institutions, individuals, companies, partnership corporations, credit reporting agencies, law enforcement agencies at federal, state, or local level, relating to my current or past activities; and I authorize those entities to supply any information concerning my background. The information retrieved may include, but not be limited to, residential, employer, personal history, credit reports, creditors, insurance companies, criminal history, financial records, which shall include, but is not limited to all accounts, assets, liabilities, policies, litigations, and financial transactions maintained by said financial institutions. I understand some or all of this information may be transmitted electronically and authorized such transmission.

APPLICANT'S SIGNATURE DATE

SPOUSE'S SIGNATURE DATE

!!!WARNING!!!

Article III, Section 1788, of the California State Civil Code makes it a violation of law for any recipient of consumer credit to:

Submit false or inaccurate information or willfully conceal adverse information, hearing upon his credit worthiness, credit standing, or credit capacity; or

To fail to notify this office, within a reasonable period of time, of any change in name, address, or employment.

APPLICANT'S SIGNATURE DATE

DIVISION DIRECTOR'S SIGNATURE OR DESIGNEE DATE

EXHIBIT “H”
DRUG-FREE WORKPLACE ACKNOWLEDGEMENT FORM

It is the policy of Kern County Probation Department for all contractors to adhere to the requirements set forth by California Code, Government Code – GOV § 8355 - 8357 – Drug-Free Workplace, as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Date

