

DIVERSION PROGRAM

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (the "Agreement") is between CorrectiveSolutions Holdings (CorrectiveSolutions), a California corporation, and the District Attorney of Yamhill County, State of Oregon ("District Attorney"):

Recitals

- (i) The District Attorney and CorrectiveSolutions have expressed interest in entering into this Agreement on the terms contained herein, and such terms shall remain valid and in effect for thirty (30) days from the date of execution by CorrectiveSolutions ("Courtesy Period") and will expire after the Courtesy Period if the Agreement is not jointly executed by both parties within the Courtesy Period.
- (ii) The principal business activity of CorrectiveSolutions is the administration of pre-charge, pre-trial, and/or post-trial diversion programs ("Community Accountability Programs") for and in behalf of State and Judicial District prosecutors' offices. These Community Accountability Programs generally allow eligible individuals accused of committing crimes to avoid any prospect of criminal prosecution, or eligible individuals convicted of committing crimes to avoid court costs, fines, imprisonment or other penalties (collectively, "Participants"), among other benefits, provided the Participant satisfies the Community Accountability Program requirements ("Conditions") as outlined in Schedule 1, including attendance at an educational and rehabilitative Community Accountability Class ("Class"). These Classes address the causes, behavioral patterns, and stresses that contribute to various forms of criminal conduct and teach Participants how to avoid repeating such offenses in the future. Each Participant must pay applicable fees ("Program Fees") as outlined in Schedule 2 and full restitution (if any) to the victim of his or her offense.
- (iii) The District Attorney desires to institute a pre-charge, pre-trial and/or post-trial diversion Program ("Program") to benefit Participants for whom the District Attorney determines to be eligible for the Program, and desires to retain CorrectiveSolutions to provide administrative support services and to staff and to administer the Program Classes, as reasonably required by the District Attorney in conducting its Program. To the extent that CorrectiveSolutions employees have any interaction with Participants other than with respect to Class-related activities, CorrectiveSolutions employees shall only perform ministerial, non-discretionary duties, at all times subject to the management, direction and control of the District Attorney. CorrectiveSolutions desires to perform these services for the District Attorney as specified herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Retention of Services.** The District Attorney retains the services of Corrective-Solutions to administer the Program as described herein, and CorrectiveSolutions agrees to perform in accordance with this Agreement.
2. **Term.** The term of this Agreement is five years, commencing upon execution of this Agreement by both parties ("Commencement Date"), and unless sooner terminated as provided herein, shall automatically renew in successive one-year terms at the end of the initial five-year term.
3. **Name, Authority, and Control.** The District Attorney and CorrectiveSolutions acknowledge that the Program will be operated under the District Attorney's name, authority, and control. It is specifically understood that:

(a) the District Attorney retains full prosecutorial discretion and does not delegate to CorrectiveSolutions any aspect of the exercise of prosecutorial discretion and the District Attorney has deemed its Program to be in the best interest of its jurisdiction and concludes that it complies with any applicable state, county or local laws, regulations, rules or any other applicable requirements;

(b) the content and frequency of the Classes are to be approved by the District Attorney prior to the commencement of the Classes;

(c) Conditions for successful diversion shall be established by the District Attorney and not by CorrectiveSolutions. The District Attorney shall determine which Participants are eligible for the Program, and that contact with the Participant for purposes of the Program is appropriate;

(d) the District Attorney retains the authority to contractually set or modify all non-statutory fees ("Program Fees") or Conditions related to all aspects of the Program,; and

(e) the format, content, and frequency of any written communication with Participants is to be approved in advance by the District Attorney, as will any future material changes to the written communication materials.

4. Services to Be Provided by CorrectiveSolutions.

(a) **Classes.** CorrectiveSolutions will conduct all Program Classes. In that regard, CorrectiveSolutions will provide qualified instructors to conduct the Classes, provide its proprietary Class materials to Participants, lease the required facilities to conduct the Classes, monitor the attendance at the Classes, and communicate directly with Class Participants regarding scheduling, attendance, and related administrative details. Classes shall be scheduled in convenient locations within or near Yamhill County and will be held as determined convenient and effective in serving Participants. Instructors will typically hold advanced degrees in a counseling-related field (e.g., psychology or social work). CorrectiveSolutions will continue to develop and refine its Class curriculum and educational materials, and will conduct ongoing training and evaluation of all CorrectiveSolutions instructors. The Class is designed to eliminate or modify behavioral rationalizations surrounding criminal behavior, as well as focus on deficiencies in the areas of substance abuse, communication, stress management, and other common underlying causes of criminal behavior. Class sizes will average from 20 to 30 Participants, based on Participant and instructor scheduling needs. A CorrectiveSolutions personal study program (or equivalent future program) ("Personal Study Program") may also, as appropriate, be utilized in lieu of a live Class under certain circumstances, (e.g., if the Participant lives outside a reasonable distance from the Class site, a fully attended Class cannot be assembled on a scheduled date, the Participant is disabled, etc.).

(b) **Administrative Support.** CorrectiveSolutions will provide the District Attorney with pro forma administrative forms and proposed procedural guidelines for the operation of the Program, which are to be reviewed, modified and periodically approved by the District Attorney. CorrectiveSolutions will make its administrative personnel available to assist the District Attorney in the development of administrative procedures to be followed for the clerical and accounting functions of the Program. These procedures include the District Attorney's written communications to Participants, which may be updated from time to time by Corrective-Solutions for administrative efficiencies following authorization from the District Attorney, depositing and accounting for all associated Program Fees and restitution payments from Participants (if applies), disbursement of restitution payments to victims (if applies), and financial reporting. CorrectiveSolutions shall provide

clerical personnel for administrative, accounting, and reporting functions of the Program, subject at all times to the managerial authority of the District Attorney. More specifically, CorrectiveSolutions shall:

- (i) maintain thorough records to enable the generation of reports detailing the compliance and the disposition status on each Participant's case,
- (ii) maintain a detailed current accounting record of all receipts and disbursements of the Program,
- (iii) open and sort correspondence related to the Program and deposit restitution payments (if applies) in a federally insured account ("Account"),
- (iv) prepare monthly reports summarizing transactions and Program activity for the period,
- (v) maintain physical files, computer files, and facilities required for performance under this Agreement, and provide the necessary supplies and system access to enable the District Attorney to operate the Program, and
- (vi) provide other administrative support services to facilitate all other Program Conditions as outlined in Schedule 1.

5. Responsibilities of the District Attorney. The District Attorney shall establish eligibility for all Participants and that contact with any and all Participants for purposes of Program participation is appropriate. The District Attorney shall also determine and specify all appropriate Program Conditions for each Participant, and shall identify said Participants and communicate all Conditions to CorrectiveSolutions for Program administration. The District Attorney shall instruct CorrectiveSolutions how to report Participants who fail to comply with Program Conditions as well as Participants who successfully comply with Program Conditions, including the payment of full restitution (if applies) and all Program Fees.

6. Compensation to CorrectiveSolutions. CorrectiveSolutions is to be compensated as set forth on Schedule 2 attached hereto.

7. Funds and Disbursements. Participants in the Program shall be instructed to remit payments: i) to a post office box maintained by CorrectiveSolutions, ii) over the phone and/or Internet, (e.g., via credit/debit card, ACH or other EFT type transaction), iii) via Western Union (or equivalent service provider), or iv) personal checks, or v) other payment methods that may be available in the future, after which monies shall be deposited in a federally insured Account. Disbursements from the Account shall be made on a regular cycle as set forth in Schedule 2. A summary of all Account transactions shall be reported to the District Attorney by Corrective-Solutions on a monthly basis, with supporting documentation made available for inspection upon request.

8. Records Subject to Audit. The Program books of accounts, records, and source documents shall be maintained by CorrectiveSolutions pursuant to its record retention policies or specific direction from the District Attorney and made available at the request of the District Attorney. The District Attorney shall have the right to examine and audit the Program books and records and supporting source documents at any and all times during which they are maintained. The cost of such audit shall be borne by CorrectiveSolutions if the audit shows an understatement of annual gross income of more than five percent (5%) of the annual gross income determined on audit, or the audit demonstrates a material failure of CorrectiveSolutions to maintain accurate and complete books, records, accounts, and supporting documentation. The cost of audit shall be borne by the District Attorney in all other circumstances.

9. Records Retention. All Program records (physical and electronic) shall be retained by CorrectiveSolutions for a period of not less than three (3) years, with records relating to any litigation, or settlement of claims arising out of performance of this contract being retained for a period of not less than four (4) years. CorrectiveSolutions reserves the right to digitize physical records into electronic files in complying with this requirement. In addition, CorrectiveSolutions reserves the right to destroy physical records once an electronic record is created.

10. Termination. Either party may terminate this Agreement without cause upon ninety (90) days written notice given to the other party. In the event of a termination, the District Attorney shall give CorrectiveSolutions written "wind down" instructions, including but not limited to instructions related to current Participants of the Program. CorrectiveSolutions shall comply with the termination instructions in a manner that is consistent with recognized standards of prudent business practice. Compensation to both parties will continue throughout the process of closing operations.

11. Confidentiality. CorrectiveSolutions acknowledges and agrees to implement reasonable safeguards to protect the confidentiality of information obtained in the course of conducting the administrative aspects of the Program, including the identity and personal information of Participants, the identity of persons who file incident reports with the District Attorney, and the law enforcement operations of the District Attorney. The District Attorney agrees to reasonably protect all proprietary information CorrectiveSolutions provides in connection with the performance of this Agreement, including but not limited to CorrectiveSolutions communications materials, teaching materials, instructional guidelines, financial condition, business plans, customer identities, processes, methods, compilations and technical information. The parties agree upon termination of this Agreement to refrain from using any proprietary or confidential information or materials unless such materials or information may become evidence in any criminal prosecution or civil action that affects Yamhill County of the State of Oregon.

12. Insurance. CorrectiveSolutions will maintain Comprehensive General Liability Insurance including premises liability, bodily injury, and product/completed operations coverage with a combined single limit of \$1,000,000.00 per occurrence, with a \$2,000,000.00 aggregate. CorrectiveSolutions will maintain non-owned/hired automobile liability insurance in the amount of \$1,000,000.00 in aggregate. In reference to insurance coverage maintained by CorrectiveSolutions, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the office of the District Attorney. Certificates of Insurance evidencing the above coverages and clauses shall be made available to the District Attorney's office upon request.

13. Status of CorrectiveSolutions Personnel. CorrectiveSolutions employees are and shall remain the employees of CorrectiveSolutions, not employees, special or otherwise, of the county defining the District Attorney's jurisdiction. CorrectiveSolutions shall maintain all necessary licenses, permits, certificates, and approvals required by the laws of the United States, Oregon, and all other appropriate governmental agencies. Evidence of such licenses, permits, and approvals shall be made available to the District Attorney's office upon request. CorrectiveSolutions certifies that all policies regarding participation in the Program are in writing and shall be made available to the District Attorney and members of the public upon request. The foregoing notwithstanding, CorrectiveSolutions employees, when performing the administrative support requirements of this Agreement, shall be subject to the managerial control of the District Attorney at all times with respect to any communications CorrectiveSolutions employees may have with Participants. To the extent that CorrectiveSolutions employees have any interaction with Participants other than with respect to Class-related activities, CorrectiveSolutions employees shall perform only ministerial, non-discretionary duties, at all times subject to the management and control of the District Attorney.

14. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other agreements, statements, or promises not contained within this Agreement shall be valid or binding.

15. Attorneys' Fees. If a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights, or in preparing to enforce or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit.

16. Execution in Counterparts. This Agreement may be executed in several counterparts and when so executed shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatory to the original and same counterpart.

17. Further Assurance. From time to time each party will execute and deliver such further instruments and will take such other action as the other party may reasonably request in order to discharge and perform their obligations and agreements hereunder and to give effect to the intentions expressed in this Agreement.

18. Notice. Any notice to be given hereunder by any party to the other, shall be in writing and may be effected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, at the following addresses:

Mats Jonsson
Chief Executive Officer
CorrectiveSolutions Holdings
25910 Acero, Suite 100
Mission Viejo, CA 92691

The Honorable Brad Berry
District Attorney
Yamhill County
535 NE 5th St #117
McMinnville, OR 97128

IN WITNESS THEREOF, the parties hereunto, acting by and through their duly authorized officers, have caused this Agreement to be executed on the dates below.



DISTRICT ATTORNEY SIGNATURE

4-24-18
DATE



CORRECTIVESOLUTIONS HOLDINGS
CHIEF EXECUTIVE OFFICER SIGNATURE

4-27-18
DATE

Accepted by Yamhill County
Board of Commissioners on
4/26/18 by Board Order
18-127

SCHEDULE 1- CONDITIONS

As determined by the District Attorney, some combination of the following Conditions shall be required of Participants for successful Program completion.

A. Mandatory Conditions. Mandatory Conditions will apply to all cases.

1. CorrectiveSolutions Class. Eligible Participants are required to pay for and attend a 4.5-hour CorrectiveSolutions Class. The Class is a live, interactive experience typically led by a PhD- or Masters-level counselor. The Classes will be crime specific focusing on values, attitudes, and behaviors. The Classes will typically be held on Saturdays. The Classes will be held as frequently as Program case volume requires. Participants can choose to schedule and attend any Class offered between their date of enrollment and their required completion date.

2. Monitoring. Participants required to complete multiple conditions will be monitored by the Program during the diversion period. The District Attorney's Office will determine for each Participant the duration of the Program and/or the duration of the monitoring.

B. Optional Conditions. At the discretion and direction of the District Attorney, some combination of the following Optional Conditions may apply to each Participant.

1. Restitution Recovery. Eligible Participants are required to pay criminal restitution (if any) to hold them accountable to their victims. CorrectiveSolutions will manage the recovery of restitution, and each month will disburse restitution to victims at no cost.

2. Community Service. The District Attorney's Office shall determine on a case-by-case basis the number of hours of community service each eligible Participant is required to perform. CorrectiveSolutions will arrange with the County's Community Service Coordinator or with individual agencies to facilitate this requirement. CorrectiveSolutions will coordinate with the provider and monitor that the community service is completed.

3. Drug and Alcohol Testing. Eligible Participants are required to pay for and submit to random drug and/or alcohol tests ("test" or "testing"), wherein Participants are given less than 24-hours' notice to provide a urine sample at an authorized collections site. For each eligible Participant, the District Attorney shall determine the number of random drug and/or alcohol tests and the time frame for test completion.

4. Driver Re-licensing. Eligible Participants are required to obtain a valid driver's license by the date of program completion. CorrectiveSolutions will remind defendants of this requirement, will coach defendants on the necessary steps to obtain a license, and will verify license status.

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SCHEDULE 2- PROGRAM FEES

- A. CLASS FEE:** The Program shall require eligible Participants to pay a Class Fee of \$175 (including \$25 per case for fee assistance fund contribution) for CorrectiveSolutions' 4.5-hour, live, interactive crime specific webinar focusing on values, attitudes, and behaviors. This Class Fee includes the opportunity to attend the Class or to complete a Personal Study Program where appropriate (which Class/Personal Study Program times, dates, and curriculum may be updated from time to time by CorrectiveSolutions to better serve Participants and for administrative efficiencies).
- B. ADMINISTRATIVE FEE:** The Program requires eligible Participants to pay a \$50 fee to offset the District Attorney's Office's administrative expenses associated with determining program eligibility and coordinating program completion with CorrectiveSolutions. *AB*
- C. MONTHLY MONITORING FEE:** The Program requires eligible Participants to pay a \$40 per month monitoring fee, with a 3% annual increase thereafter (rounded to the nearest dollar) on each subsequent Agreement anniversary for each occurrence, to offset administrative expenses associated with scheduling, monitoring, and reporting drug and/or alcohol tests, community service, driver re-licensing, and/or restitution recovery.
- D. DRUG AND/OR ALCOHOL TESTING FEE (OPTIONAL):** The Program requires eligible Participants to pay a \$40 per test fee for each occurrence, to offset the direct cost of drug or alcohol tests, including urine sample collection and lab work.
- E. ADDITIONAL EDUCATION FEE:** The Program may require additional education based on the particular crime involved. Any cost arising from additional education shall be the responsibility of the Participant.
- F. COMMUNITY SERVICE FEE:** The Program will coordinate community service for the Participant. Any fees required by the Coordinator or Provider will be the responsibility of the Participant.
- G. CONVENIENCE FEE:** The Program requires eligible Participants to pay a \$4 per transaction fee for any credit card, debit, card, ACH or EFT transaction as a reimbursement for its transaction cost to offset these payment options. The Convenience Fee is waived if the Participants set up an automatic payment plan, if the full amount is paid or if payment is made on the website www.diversionprogram.org.
- H. INCIDENTAL EXPENSE FEES:**
- 1. RESCHEDULING FEE:** Participants who fail to cancel their originally scheduled Class/Personal Study Program time without 48 hour advance notice or who fail to appear at their scheduled Class or who cancel any subsequently scheduled Class/Personal Study Program will be required to pay a \$25 rescheduling fee for each occurrence.
 - 2. OVERPAYMENT/HANDLING FEE:** All overpayment balances greater than \$5 shall be paid to the Participant(s) within ninety (90) days after all Conditions have been satisfied, less a \$5 handling fee. All overpayments under \$5 shall be retained by CorrectiveSolutions.
- I. PROGRAM COSTS:** CorrectiveSolutions shall bear all costs associated with its own work including personnel, supplies, and other related expenses.

- J. COMPENSATION:** The District Attorney shall receive 100% of the Administrative Fees. CorrectiveSolutions shall receive 100% of the Class Fees, Monthly Monitoring Fees, Drug and/or Alcohol Testing Fees, Incidental Expense Fees, and Convenience Fees.
- K. PAYMENT DISBURSEMENT SCHEDULE:** Victim restitution (if any) receipts in prior months shall be disbursed by check (or other electronic transfer method per victim's request) to the victim no later than the 20th day of each month. CorrectiveSolutions fees shall be disbursed weekly to CorrectiveSolutions (which frequency may be updated from time to time by CorrectiveSolutions as necessary). The balance of the fees owed to the District Attorney (if any) for the prior month's receipts shall also be disbursed by the 20th day of each month.
- L. RECOVERY AND PAYMENT DISTRIBUTION:** Lump sum payments shall be distributed in their entirety according to the payment disbursement schedule. When partial payments are received, the distribution priority will be outlined in the CorrectiveSolutions finalized program description approved by the District Attorney prior to program start.
- M. FEE ASSISTANCE FUND:** For each Class Fee paid (see above), CorrectiveSolutions will allocate \$25.00 to be held in a Fee Assistance Fund. Upon identifying an indigent potential offender during the needs assessment, funds from the Fee Assistance Fund may be used to fund diversion fees wholly or in part.

CorrectiveSolutions staff is authorized to allocate funds from the Fee Assistance Fund.

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