

SERVICE AGREEMENT

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2 This Service Agreement (“Agreement”) is dated June 21, 2022 and is between
3 BI Incorporated, dba BI Correctional Services, Inc, a Colorado corporation, and a wholly-owned
4 subsidiary of The GEO Group, Inc., (“Contractor”), and the County of Fresno, a political
5 subdivision of the State of California (“County”).

Recitals

6
7 A. On September 30, 2020, SB 823 was signed into law, which stopped the intake of youth
8 to Division of Juvenile Justice (DJJ) custodial facilities on July 1, 2021, and the DJJ is planned
9 to permanently close on June 30, 2023. The closure of DJJ will transfer responsibility for the
10 custody, care, and supervision of high-risk youth from the DJJ to the local county jurisdiction. As
11 a result, the County created a subcommittee of the multiagency Juvenile Justice Coordinating
12 Council to develop a plan that described the facilities, programs, placements, services,
13 supervision and reentry strategies that are needed to provide appropriate rehabilitation and
14 supervision services for the DJJ realignment target population and other probation youth.

15 B. The County, through its Probation Department (Probation), has determined there is a
16 need for group interventions and related case management services for Probation-involved
17 youth, youth in-custody, youth in the community, and youth being released from the Juvenile
18 Justice Campus (JJC) facility, as a result of SB 823.

19 C. The County issued Request for Proposal (RFP) Number 22-043 on March 4, 2022, and
20 Addendum One on March 21, 2022 (collectively, the “County’s RFP”), which solicited proposals
21 from eligible, qualified vendors to provide the requested services; Contractor responded to the
22 RFP, and represents they are willing and able to provide such services to the County.

23 D. County desires to engage Contractor to develop and provide group interventions and
24 case management programming based on social learning theories, cognitive behavioral
25 principles and interventions, corrections interventions, and trauma-informed principles,
26 according to the terms of this Agreement.

27 The parties therefore agree as follows:
28

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 1.4 **Consistent Federal Income Tax Position.** CONTRACTOR acknowledges that the
12 JJC has been acquired or improved (and is situated on land that has been acquired) using net
13 proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). CONTRACTOR agrees
14 that, with respect to this Agreement and the Bond-Financed Facility, CONTRACTOR is not
15 entitled to take, and shall not take, any position (also known as a "tax position") with the Internal
16 Revenue Service that is inconsistent with being a "service provider" to the COUNTY, as a
17 "qualified user" with respect to the Bond-Financed Facility, as "managed property," as all of
18 those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13,
19 as applicable, and to that end, for example, and not as a limitation, CONTRACTOR agrees that
20 CONTRACTOR shall not, in connection with any federal income tax return that they file with the
21 Internal Revenue Service or any other statement or information that it provides to the Internal
22 Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed
23 Facility, or (b) claim any depreciation or amortization (as referenced in Internal Revenue Service
24 Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal Revenue
25 Service Revenue Procedure 2017-13), investment tax credit, or deduction for any payment as
26 rent with respect to the Bond-Financed Facility.

1 1.5 The Contractor must comply with the Department's Hostage Situation Policy, as well
2 as the Department's JJC Manual Policy for Vendors, Volunteers and Student Interns, as
3 described in Exhibit E of this Agreement.

4 **Article 2**

5 **County's Responsibilities**

6 2.1 The County shall conduct background checks on all personnel which Contractor will
7 assign to work in all group intervention and related case management services. The background
8 check will be conducted at the Probation Department's expense. The Probation Department
9 shall immediately notify Contractor if an employee of Contractor is found to be unacceptable for
10 admission into the JJC.

11 2.2 The County shall compensate Contractor in accordance with Article 3,
12 "Compensation, Invoices, and Payments," of this Agreement.

13 2.3 COUNTY's Chief Probation Officer, or his or her designee, shall designate and
14 provide office space, approximately 143 square feet in size, at the JJC, as well as supplies and
15 equipment, including desk phones, computers, monitors, and access to fax machines, copiers,
16 and sanitation stations in such office space, all in such amounts or numbers as determined by
17 the COUNTY's Chief Probation Officer, or his or her designee, for CONTRACTOR to utilize
18 under the terms and conditions of this Agreement, at no charge to CONTRACTOR for such use
19 of space, including such office supplies and office equipment in such office space. COUNTY
20 shall have the right to enter such office space at all times, it being understood that
21 CONTRACTOR may not control or exclusively possess such office space.

22 **Article 3**

23 **Compensation, Invoices, and Payments**

24 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
25 the performance of its services under this Agreement as described in Exhibit B to this
26 Agreement, titled "Compensation." Contractor shall invoice for services provided by Group
27 Facilitators based on total monthly hours worked (wages, plus total benefits) for each staff that
28 is in place in the month that services are rendered. Wages and benefits will only be billed for

1 positions that are filled during that month. Contractor shall invoice for the Program Manager's
2 services as a flat monthly amount, which shall be 1/12th of the total annual budgeted amount
3 allocated to the Program Manager, as specified on Exhibit B.

4 **3.2 Maximum Compensation.** The maximum compensation payable to the Contractor
5 under this Agreement is Three Hundred and Sixty Thousand Dollars (\$360,000) annually during
6 the term of this Agreement. In no event shall compensation paid for services performed under
7 this Agreement exceed One Million, Eight Hundred Thousand Dollars (\$1,800,000) during the
8 total possible five-year term of this Agreement. It is understood that all expenses incidental to
9 Contractor's performance of services under this Agreement shall be borne by Contractor. The
10 Contractor acknowledges that the County is a local government entity, and does so with notice
11 that the County's powers are limited by the California Constitution and by State law, and with
12 notice that the Contractor may receive compensation under this Agreement only for actual
13 services performed according to the terms of this Agreement and while this Agreement is in
14 effect, and subject to the maximum amount payable under this section. The Contractor further
15 acknowledges that County employees have no authority to pay the Contractor except as
16 expressly provided in this Agreement.

17 **3.3 Invoices.** The Contractor shall submit monthly invoices to Fresno County Probation
18 Department, 3333 East American Ave. Bldg. 701 Ste. B Fresno CA, 93725 or electronically to:
19 ProbationInvoices@co.fresno.ca.us. The Contractor shall submit each invoice within 60 days
20 after the month in which the Contractor performs services and in any case within 60 days after
21 the end of the term or termination of this Agreement.

22 **3.4 Payment.** The County shall pay each correctly completed and timely submitted
23 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
24 address specified in the invoice.

25 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.
27
28

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2022, and terminates on June 30, 2025,
4 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
7 year periods only upon written approval of both parties at least 30 days before the first day of
8 the next one-year extension period. The Chief Probation Officer or his or her designee is
9 authorized to sign the written approval on behalf of the County based on the Contractor's
10 satisfactory performance. The extension of this Agreement by the County is not a waiver or
11 compromise of any default or breach of this Agreement by the Contractor existing at the time of
12 the extension whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Chief Probation Officer
19 Probation Department
20 County of Fresno
3333 E. American Ave., Suite B
Fresno, CA 93725

21 **For the Contractor:**

22 Vice President, Reentry Services
23 BI Incorporated
4955 Technology Way
Boca Raton, FL 33431
contractadministration@geogroup.com
24 Tel: 561.893.0101 Fax: 561.999.7731

25 5.2 **Change of Contact Information.** Either party may change the information in section
26 5.1 by giving notice as provided in section 5.3.

27 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
28 for or permitted under this Agreement must be in writing, state that it is a notice provided under
this Agreement, and be delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
2 Document Format (PDF) document attached to an email.

3 (A) A notice delivered by personal service is effective upon service to the recipient.

4 (B) A notice delivered by first-class United States mail is effective three County
5 business days after deposit in the United States mail, postage prepaid, addressed to the
6 recipient.

7 (C) A notice delivered by an overnight commercial courier service is effective one
8 County business day after deposit with the overnight commercial courier service,
9 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
10 the recipient.

11 (D) A notice delivered by telephonic facsimile transmission or by PDF document
12 attached to an email is effective when transmission to the recipient is completed (but, if
13 such transmission is completed outside of County business hours, then such delivery is
14 deemed to be effective at the next beginning of a County business day), provided that
15 the sender maintains a machine record of the completed transmission.

16 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 **Article 6**

21 **Termination and Suspension**

22 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least 30 days' advance written notice to the
25 Contractor, may:

26 (A) Modify the services provided by the Contractor under this Agreement; or

27 (B) Terminate this Agreement.

28 6.2 **Termination for Breach.**

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has
2 occurred, the County may give written notice of the breach to the Contractor. The written
3 notice may suspend performance under this Agreement, and must provide at least 30
4 days for the Contractor to cure the breach.

5 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
6 time stated in the written notice, the County may terminate this Agreement immediately.

7 (C) For purposes of this section, a breach occurs when, in the determination of the
8 County, the Contractor has:

- 9 (1) Obtained or used funds illegally or improperly;
- 10 (2) Failed to comply with any part of this Agreement;
- 11 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 12 (4) Improperly performed any of its obligations under this Agreement.

13 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
14 County may terminate this Agreement by giving at least 30 days advance written notice to the
15 Contractor.

16 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 6 is without penalty to or further obligation of the County.

18 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
19 6, the County may demand repayment by the Contractor of any monies disbursed to the
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
22 demand. This section survives the termination of this Agreement.

23 **Article 7**

24 **Independent Contractor**

25 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
26 agents, employees, and volunteers, is at all times acting and performing as an independent
27 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
28 venturer, partner, or associate of the County.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

18 (A) The County may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose this Agreement to the public or such governmental
20 agency.

21 (B) The County may voluntarily, or upon request by any member of the public or
22 governmental agency, disclose to the public or such governmental agency any record or
23 data that the Contractor may provide to the County, unless such disclosure is prohibited
24 by court order.

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

1 (D) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as a public record under the California Public
3 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
4 with section 6250) ("CPRA").

5 (E) This Agreement, and any record or data that the Contractor may provide to the
6 County, is subject to public disclosure as information concerning the conduct of the
7 people's business of the State of California under California Constitution, Article 1,
8 section 3, subdivision (b).

9 (F) Any marking of confidentiality or restricted access upon or otherwise made with
10 respect to any record or data that the Contractor may provide to the County shall be
11 disregarded and have no effect on the County's right or duty to disclose to the public or
12 governmental agency any such record or data.

13 **10.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

1 not binding on the County, but the County will give at least 10 days' advance written notice to
2 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
5 failure to produce any such records, or failure to cooperate with the County with respect to any
6 County demand for any such records.

7 **Article 11**

8 **Disclosure of Self-Dealing Transactions**

9 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
10 or changes its status to operate as a corporation.

11 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
14 the County before commencing the transaction or immediately after.

15 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. The Contractor acknowledges that County employees have no authority to
23 modify this Agreement except as expressly provided in this Agreement.

24 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.

28

1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 12.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

10 (A) The Contractor is duly authorized and empowered to sign and perform its
11 obligations under this Agreement.

12 (B) The individual signing this Agreement on behalf of the Contractor is duly
13 authorized to do so and his or her signature on this Agreement legally binds the
14 Contractor to the terms of this Agreement.

15 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

17 (A) An “electronic signature” means any symbol or process intended by an individual
18 signing this Agreement to represent their signature, including but not limited to (1) a
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20 electronically scanned and transmitted (for example by PDF document) version of an
21 original handwritten signature.

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this Agreement
24 for all purposes, including but not limited to evidentiary proof in any administrative or
25 judicial proceeding, and (2) has the same force and effect as the valid original
26 handwritten signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.

11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

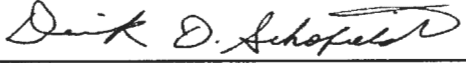
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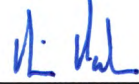
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The parties are signing this Agreement on the date stated in the introductory clause.

BI INCORPORATED

COUNTY OF FRESNO



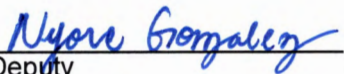


Derrick Schofield, Vice President

Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

4955 Technology Way
Boca Raton, FL 33431

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:

Org No.: 34409999
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

Required group interventions:

Thinking for a Change:

Thinking for a Change (T4C) is a closed group, cognitive-behavioral therapy (CBT) program that includes cognitive restructuring, social skills development, and the development of problem-solving skills. The program is divided into 25 lessons, each lasting approximately 1 to 2 hours. The curriculum will be implemented with small groups of 4 to 8 youth (single-gendered). The manually-delivered intervention includes some didactic instruction, modeling and role play of skills, a review of previous lessons, and homework assignments in which participants practice the skills learned in the group lesson. It should be noted that T4C program services will only be delivered to youth in-custody.

Aggression Replacement Training:

Aggression Replacement Training (ART) is a closed group, CBT program that targets improving social skills, moral reasoning, coping with and reducing aggressive behavior through the use of the anger control chain. ART is comprised of three coordinated interventions: anger control training, structured learning, and moral reasoning. The program consisting of 30 sessions (delivered 3 times per week, if possible); sessions are based on 1 to 2 hours of content. The curriculum will be implemented with small groups of 4 to 8 youth (single-gendered). The manually-delivered intervention includes some didactic instruction, modeling and role play of skills, group discussion of scenarios, a review of previous lessons, and homework assignments in which participants practice the skills learned in the group lesson.

Free your Mind (FYM):

Free Your Mind is a modified-closed group, CBT that consists of a series of treatment modules intended to target the criminogenic needs of people involved in the justice system. This intervention is intended to reduce the risk of institutional misconducts and recidivism, and to help participants find greater value and satisfaction in life without rule-breaking and/or antisocial behavior. It incorporates a variety of CBT strategies, including behavioral interventions,

Exhibit A

1 cognitive restructuring, emotion regulation, structured skill building, motivational interviewing,
2 and mindfulness techniques. The program consists of 30 sessions for the Core component,
3 along with 12-session modules that target additional need areas based on the risk assessment
4 (PACT 2020) (emotion regulation, mental toughness, violence (peer/gang affiliation)). Groups
5 include 1 to 2 hours of content per session. The curriculum will be implemented with small
6 groups of 4 to 8 youth (single-gendered). The manually-delivered intervention includes some
7 didactic instruction, modeling and role play of skills, group discussion of scenarios, a review of
8 previous lessons, and homework assignments in which participants practice the skills learned in
9 the group lesson. Note: FYM will only be delivered while youth are in-custody.

10 **Free your Mind: Gang Intervention Module:**

11 Free Your Mind: Gang Intervention Module is a module that is designed to supplement FYM for
12 those youth that have affiliation with street gangs. The sessions are cognitive behavioral and
13 address and help to build decision-making, social, and problem-solving skills in order to reduce
14 the risk of reoffending for this population. The program includes 15-20 sessions; each session
15 will be 1-2 hours long. The manually delivered intervention includes didactic instruction,
16 modeling and role play of skills, a review of previous lessons, and homework assignments in
17 which participants practice the skills learned in the group lesson. It is desired that facilitators of
18 this group possess a foundational knowledge of street gangs; preferably, these facilitators will
19 be individuals who can serve as credible messengers. This group will be facilitated within the
20 JJC, as well as the community.

21 **Substance Abuse Programming:**

22 Cognitive Behavioral Interventions: Substance Use is a modified-closed group CBT that teaches
23 participants strategies for avoiding substance use. The program places heavy emphasis on skill-
24 building activities to assist with cognitive, social, emotional, and coping skill development. The
25 group is designed for youth who are in the juvenile justice system and have a need in the
26 substance abuse domain on the risk assessment. The program includes 39 sessions; each
27 session will be 1-2 hours long. The curriculum will be implemented with small groups of 4 to 8
28 youth (single-gendered). The manually-delivered intervention includes some didactic instruction,

Exhibit A

1 modeling and role play of skills, a review of previous lessons, and homework assignments in
2 which participants practice the skills learned in the group lesson.

3 A modified intervention for youth with a less severe substance use need will also be included.

4 This offering will include a similar cognitive behavioral format that is designed to assist youth in
5 making healthy choices and reducing risk for continued substance use. This group will be
6 approximately 15 sessions, designed to accommodate 4-10 youth (single-gendered), and last
7 approximately 1-1.5 hours per session. The manually delivered intervention includes didactic
8 instruction, modeling and role play of skills, a review of previous lessons, and homework
9 assignments.

10 11 **Reporting Requirements**

12 Contractor will meet the following reporting requirements:

- 13 • Maintain a tracking log to identify delivery of services and length of time in services after
14 each session for each individual.
- 15 • Provide clinical summaries for Court, at the request of the Department.
- 16 • Provide other reports as requested by the Department.

17 18 **Contractor Requirements**

19 Contractor shall provide the five required group interventions described above, which
20 include: Thinking for a Change, Aggression Replacement Training, Free Your Mind, Free Your
21 Mind: Gang Intervention Module, and Substance Abuse Programming. Contractor shall provide
22 these group interventions through four (4) employees, including one (1) Program Manager, and
23 three (3) Group Facilitators, in order to implement and manage all aspects of the requested
24 services. Contractor will work with County to develop a schedule of services that best meets the
25 assessed needs of youth, including non-traditional hours and evenings (afternoons, evenings,
26 and weekends). Services will be provided to youth at the JJC, locally in the Fresno community,
27 and with supplemental virtual services provided, as needed. Up to 2 separate groups shall be
28 held daily from Monday – Friday, 3pm – 7pm for both in custody and out of custody youth.

Exhibit A

1 During weekends, 1 to 4 groups daily will be held on Saturday and Sunday, for both in custody
2 and out of custody youth. In addition, telehealth or virtual meetings shall supplement, should the
3 need arise. Scheduling is subject to change based on the availability of youth.

4 Group facilitators are required to be trained by a certified trainer prior to delivery of the
5 curriculum. The County will provide facilitator training for Contractor following Agreement
6 execution. Probation will also provide access to a Training of Trainers (ToT) for those facilitators
7 who complete two full rounds of the curriculum. Those who achieve certification in the ToT
8 process will be able to train anyone in their agency and other providers serving Probation
9 referrals. Probation will assist with this process and coordinate training for the Contractor.

10 The Contractor will be required to demonstrate fidelity to the programming model(s)
11 selected by Probation, including staff training and fidelity monitoring and coaching, and review
12 of documentation. Facilitators that are evaluated in the below satisfactory range on an objective
13 fidelity monitoring tool, will be required to participate in coaching and/or supervision to support
14 their learning towards proficient delivery of the intervention(s). In addition to proficiency in
15 delivery, Contractor will be monitored for adherence to the agreed upon schedule of group
16 sessions, progress review meetings, documentation requirements, and appropriateness of
17 membership and number of participants in the groups.

18 The Group Facilitators must possess a minimum of a Bachelor of Arts/Science Degree in
19 Social Work or a closely related field.

20 Group facilitators shall be aware of the risk assessment and case plan developed by
21 Probation for each youth, and will target relevant need areas of each youth in the groups.

22 The staff providing direct services and interventions will evaluate the progress,
23 participate in the case review process, and employ creative strategies to engage and support
24 youth development in the program. Contractor staff shall be responsible for documenting
25 progress and collaborating with County and other JJC vendors, in order to provide a system of
26 care that is coordinated and consistent. All services will be delivered with cultural and gender
27 responsivity, sensitivity, and shall accommodate other learning needs as relevant.

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Exhibit A

1 Each of Contractor's staff entering the JJC facilities will provide proof of a negative skin
2 test for tuberculosis (TB) within the past six (6) months, or, for positive Purified Protein
3 Derivative (PPD) reactors, initial assessment and yearly assessment for signs and symptoms of
4 disease. Contractor's staff will be required to comply with the most current California
5 Department of Public Health (CDPH) and California Division of Occupational Safety and Health
6 (Cal/OSHA) COVID-19 guidelines, including guidelines specific to correctional facilities.
7 Contractors will provide County with a written statement that their employees have either
8 provided proof of COVID-19 vaccination or proof of weekly testing (with negative results) and
9 that Contractor's employees pass clearance. The Contractor is obligated to comply with any
10 future updated or amended COVID-19 guidelines from CDPH and Cal/OSHA.

11 CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA) (42 U.S.C. §
12 15601et seq.) standards for juvenile correctional facilities. Pursuant to federal regulations (28
13 CFR §115.332), the Probation Department shall provide training to CONTRACTOR's personnel
14 regarding their responsibilities under the Department's sexual abuse and sexual harassment
15 prevention, detection, and response policies and procedures at no cost to CONTRACTOR.

16 The Contractor must comply with the Department's Hostage Situation Policy, as well as
17 the Department's JJC Manual Policy for Vendors, Volunteers and Student Interns (Exhibit E).
18 The Contractor must adhere to JJC policies and Department policies and any changes or
19 updates to such policies. Current Departmental policies can be reviewed here:
20 <https://www.co.fresno.ca.us/departments/probation/policy-manuals>.

21 Probation shall complete a background investigation for all staff involved, and all Contractor
22 staff must pass the background investigation to be allowed access to the JJC.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

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Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Notes/Comments/Description
Regular Salaries	\$156,000.00	\$25/hour per Group Facilitator (3) plus benefits (\$32.51 per hour in Year 1). Labor costs increase 3% per year in years 2 through 5.
Extra Help		
Standby Pay		
Overtime	\$6,100.00	
Holiday OT		
Unemployment Insurance	\$1,470.00	
Retirement Contribution	\$2,000.00	
OASDI Contribution		
Workers Comp Contribution	\$4,200.00	
Health Insurance Contribution	\$15,000.00	
Life & Disability Insurance	\$1,000.00	
Benefits Administration	\$7,087.15	
Other (describe)	\$10,000.00	Program Manager Oversight & Staff Incentives
Object Total	\$ 202,857.15	-
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies	\$12,000.00	
Mobile Communication	\$1,800.00	
Telephone Charges		
Food	\$2,400.00	
Household Expense		
Liability Insurance	\$3,300.00	
Insurance - Other		
Maintenance - Equipment		
Maintenance - Build & Grounds	\$6,000.00	
Med, Dental, & Lab Supplies		
Memberships		
Office Expense	\$5,000.00	
Postage		

Organization/Agency:

Printing	\$2,500.00	
Books and Publications		
PeopleSoft HR Charge		
PeopleSoft Financials Charge		
Prof & Specialized Services		
Data Processing Services		
Publications & Legal Notices		
Operating Lease Building	\$30,000.00	
Facility Services Charge		
Operating Lease Equipment	\$4,000.00	
Small Tools & Instruments		
Special Dept Expense		
Trans, Travel & Education	\$6,050.00	
Trans & Travel County Garage		
Utilities	\$10,000.00	
Other (describe)		
Object Total	\$ 83,050.00	-

FIXED ASSETS

(add description - e.g., vehicle)

Object Total \$ -

INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization

Object Total \$74,092.85

TOTAL BUDGET	\$ 360,000.00	-
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Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Notes/Comments/Description
Regular Salaries	\$160,680.00	
Extra Help		
Standby Pay		
Overtime	\$6,283.00	
Holiday OT		
Unemployment Insurance	\$1,514.10	
Retirement Contribution	\$2,060.00	
OASDI Contribution		
Workers Comp Contribution	\$4,326.00	
Health Insurance Contribution	\$15,450.00	
Life & Disability Insurance	\$1,030.00	
Benefits Administration	\$7,299.76	
Other (describe)	\$10,300.00	Program Manager Oversight & Staff Incentives
Object Total	\$ 208,942.86 -	
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies	\$12,360.00	
Mobile Communication	\$1,854.00	
Telephone Charges		
Food	\$2,472.00	
Household Expense		
Liability Insurance	\$3,399.00	
Insurance - Other		
Maintenance - Equipment		
Maintenance - Build & Grounds	\$6,180.00	
Med, Dental, & Lab Supplies		
Memberships		
Office Expense	\$5,150.00	
Postage		

Organization/Agency:

Printing	\$2,575.00	
Books and Publications		
PeopleSoft HR Charge		
PeopleSoft Financials Charge		
Prof & Specialized Services		
Data Processing Services		
Publications & Legal Notices		
Operating Lease Building	\$30,900.00	
Facility Services Charge		
Operating Lease Equipment	\$4,120.00	
Small Tools & Instruments		
Special Dept Expense		
Trans, Travel & Education	\$6,231.50	
Trans & Travel County Garage		
Utilities	\$10,300.00	
Other (describe)		
Object Total	\$ 85,541.50	-

FIXED ASSETS

(add description - e.g., vehicle)

Object Total \$ -

INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization

Object Total \$65,515.64

TOTAL BUDGET

\$ 360,000.00 -

Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Notes/Comments/Description
Regular Salaries	\$165,500.40	
Extra Help		
Standby Pay		
Overtime	\$6,471.49	
Holiday OT		
Unemployment Insurance	\$1,559.52	
Retirement Contribution	\$2,121.80	
OASDI Contribution		
Workers Comp Contribution	\$4,455.78	
Health Insurance Contribution	\$15,913.50	
Life & Disability Insurance	\$1,060.90	
Benefits Administration	\$7,518.76	
Other (describe)	\$10,609.00	Program Manager Oversight & Staff Incentives
Object Total	\$ 215,211.15	-
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies	\$12,730.80	
Mobile Communication	\$1,909.62	
Telephone Charges		
Food	\$2,546.16	
Household Expense		
Liability Insurance	\$3,500.97	
Insurance - Other		
Maintenance - Equipment		
Maintenance - Build & Grounds	\$6,365.40	
Med, Dental, & Lab Supplies		
Memberships		
Office Expense	\$5,304.50	
Postage		

Organization/Agency:

Printing	\$2,652.25	
Books and Publications		
PeopleSoft HR Charge		
PeopleSoft Financials Charge		
Prof & Specialized Services		
Data Processing Services		
Publications & Legal Notices		
Operating Lease Building	\$31,827.00	
Facility Services Charge		
Operating Lease Equipment	\$4,243.60	
Small Tools & Instruments		
Special Dept Expense		
Trans, Travel & Education		
Trans & Travel County Garage	\$6,418.45	
Utilities	\$10,609.00	
Other (describe)		
Object Total	\$ 88,107.75	-

FIXED ASSETS

(add description - e.g., vehicle)

Object Total \$ -

INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization

Object Total \$56,681.10

TOTAL BUDGET	\$ 360,000.00	-
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Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Notes/Comments/Description
Regular Salaries	\$170,465.41	
Extra Help		
Standby Pay		
Overtime	\$6,665.63	
Holiday OT		
Unemployment Insurance	\$1,606.31	
Retirement Contribution	\$2,185.45	
OASDI Contribution		
Workers Comp Contribution	\$4,589.45	
Health Insurance Contribution	\$16,390.91	
Life & Disability Insurance	\$1,092.73	
Benefits Administration	\$7,744.32	
Other (describe)	\$10,927.27	Program Manager Oversight & Staff Incentives
Object Total	\$ 221,667.48	-
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies	\$13,112.72	
Mobile Communication	\$1,966.90	
Telephone Charges		
Food	\$2,622.54	
Household Expense		
Liability Insurance	\$3,606.00	
Insurance - Other		
Maintenance - Equipment		
Maintenance - Build & Grounds	\$6,556.37	
Med, Dental, & Lab Supplies		
Memberships		
Office Expense	\$5,463.64	
Postage		

Organization/Agency:

Printing	\$2,731.82	
Books and Publications		
PeopleSoft HR Charge		
PeopleSoft Financials Charge		
Prof & Specialized Services		
Data Processing Services		
Publications & Legal Notices		
Operating Lease Building	\$32,781.81	
Facility Services Charge		
Operating Lease Equipment	\$4,370.91	
Small Tools & Instruments		
Special Dept Expense		
Trans, Travel & Education	\$6,611.00	
Trans & Travel County Garage		
Utilities	\$10,927.27	
Other (describe)		
Object Total	\$ 90,750.98	-

FIXED ASSETS

(add description - e.g., vehicle)		
Object Total	\$	-

INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization		
Object Total	\$47,581.54	

TOTAL BUDGET	\$ 360,000.00	-
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Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Notes/Comments/Description
Regular Salaries	\$175,579.37	
Extra Help		
Standby Pay		
Overtime	\$6,865.60	
Holiday OT		
Unemployment Insurance	\$1,654.50	
Retirement Contribution	\$2,251.02	
OASDI Contribution		
Workers Comp Contribution	\$4,727.14	
Health Insurance Contribution	\$16,882.63	
Life & Disability Insurance	\$1,125.51	
Benefits Administration	\$7,976.65	
Other (describe)	\$11,255.09	Program Manager Oversight & Staff Incentives
Object Total	\$ 228,317.51 -	
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies	\$13,506.11	
Mobile Communication	\$2,025.92	
Telephone Charges		
Food	\$2,701.22	
Household Expense		
Liability Insurance	\$3,714.18	
Insurance - Other		
Maintenance - Equipment		
Maintenance - Build & Grounds	\$6,753.05	
Med, Dental, & Lab Supplies		
Memberships		
Office Expense	\$5,627.54	
Postage		

Organization/Agency:

Printing	\$2,813.77	
Books and Publications		
PeopleSoft HR Charge		
PeopleSoft Financials Charge		
Prof & Specialized Services		
Data Processing Services		
Publications & Legal Notices		
Operating Lease Building	\$33,765.26	
Facility Services Charge		
Operating Lease Equipment	\$4,502.04	
Small Tools & Instruments		
Special Dept Expense		
Trans, Travel & Education	\$6,809.33	
Trans & Travel County Garage		
Utilities	\$11,255.09	
Other (describe)		
Object Total	\$ 93,473.51	-

FIXED ASSETS

(add description - e.g., vehicle)

Object Total \$ -

INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization

Object Total \$38,208.98

TOTAL BUDGET \$ 360,000.00 -

Program/Service Description

\$360,000.00

\$360,000.00

Total Requested Budget 2022-2023

\$360,000.00

Total Requested Budget 2023-2024

\$360,000.00

Total Requested Budget 2024-2025

\$360,000.00

Total Requested Budget 2025-2026

Total Requested Budget 2026-2027

Title/Classification & number of positions

Number and type of positions funded (e.g., Group Facilitator (2))

Group Facilitator (3)

Program Manager (0.1)

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit D

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit D

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit D

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

**Authority: Title 15; Section 1327;
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
 2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

Vendors, Volunteers and Student Interns

308.1 PURPOSE AND SCOPE

This policy establishes guidelines for using Juvenile Justice Campus vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are members who can augment Department personnel and help complete various tasks.

308.1.1 DEFINITIONS

Definitions related to this policy include:

Student intern - A college, university, or graduate student gaining practical experience in a chosen field while performing services for the Department under supervision.

Vendor - An individual representing a company, outside agency, or non-profit organization, who is assigned to one of our facilities, performs a service for the Department, and may receive compensation for services rendered.

Volunteer - An individual who performs a service for the Department without promise, expectation, or receipt of compensation for services rendered. This may include unpaid chaplains and student interns.

308.2 POLICY

The Fresno County Probation Department shall ensure that vendors, volunteers and student interns are properly appointed, trained, and supervised to carry out specified tasks and duties in order to create an efficient Department and improve services to the community.

308.3 ELIGIBILITY

Requirements for participation as a vendor, volunteer or student intern for the Department may include but are not limited to:

- (a) Being at least 18 years of age.
- (b) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer or student intern work.
- (c) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.
- (d) Ability to meet physical requirements reasonably appropriate to the assignment.
- (e) A background history and character suitable for a person representing the Department, as validated by a background investigation.

The Chief Probation Officer or the authorized designee may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

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Vendors, Volunteers and Student Interns

308.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The Fresno County Probation Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this Department.

308.4.1 RECRUITMENT

Volunteers and student interns are recruited on a continuous basis consistent with Department policy on equal opportunity, nondiscriminatory employment terms. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public.

Requests for volunteers and student interns should be submitted in writing by interested Department members to the Personnel Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department members should understand that the recruitment of volunteers and student interns is enhanced by creative and interesting assignments.

Vendors are recruited/selected in accordance with the Fresno County Purchasing Office contract/agreement process.

308.4.2 SELECTION

Vendor, volunteer and student intern candidates shall successfully complete this process before appointment:

- (a) Submit the appropriate written application.
- (b) Current TB skin test (completed within the last 6 months).
- (c) Successfully complete an appropriate-level background investigation, which may include fingerprinting, and/or obtaining information from local, state, federal and Department of Motor Vehicle databases.

308.4.3 APPOINTMENT

Volunteers and student interns shall be placed only in assignments or programs consistent with their knowledge, skills, and abilities and the needs of the Department. Volunteers' and student interns' interests will be considered when placed in assignments.

Volunteers and student interns serve at the discretion of the Chief Probation Officer.

Vendors are appointed and placed in accordance with the Fresno County Purchasing Office contract/agreement.

308.5 IDENTIFICATION

As representatives of the Department, vendors, volunteers and student interns are responsible for presenting a professional image to the community. Vendors, volunteers and student interns shall dress appropriately for the conditions and performance of their duties, in compliance with Personal Appearance Standards and Uniform and Non-Uniform attire policies unless excluded by the Department.

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Vendors, volunteers and student interns will be issued Fresno County Probation Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Fresno County Probation Department identification cards, except that "Volunteer" or "Student Intern" will be indicated on the cards.

308.6 PERSONNEL WORKING AS STUDENT INTERNS

Qualified regular Department personnel, when authorized, may also serve as student interns. However, this Department shall not utilize the services of student interns in such a way that it would violate employment laws or collective bargaining agreements or memorandums of understanding (e.g., a Juvenile Correctional Officer participating as a student intern for reduced or no pay). Therefore, members shall consult with the Personnel Unit prior to allowing regular department personnel to serve in a student intern capacity (29 CFR 553.30).

308.7 PERSONNEL UNIT

The function of the Personnel Unit is to provide a central coordinating point for effective volunteer management within the Department, and to direct and assist efforts to jointly provide more productive volunteer services.

The responsibilities of the Personnel Unit include but are not limited to:

- (a) Recruiting and selecting qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student intern.
- (c) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (d) Maintaining a liaison with colleges and universities that provide student interns to promote the intern program with both students and the educational system.
- (e) Maintaining volunteer and student intern orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers and student interns.

308.8 DUTIES AND RESPONSIBILITIES

Volunteers assist department personnel as needed. Assignments of volunteers may be to any division within the Department, as needed. Volunteers should be placed only in assignments or programs consistent with their knowledge, skills, interests, abilities and the needs of the Department. Student interns should be assigned to areas that meet the needs of both their educational program and the Department. Vendors will be assigned per the contract/agreement.

308.8.1 COMPLIANCE

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer

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and student intern shall become thoroughly familiar with these policies as directed by the Chief Probation Officer or the authorized designee.

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department personnel, it shall also apply to vendors, volunteers and student interns, unless by its nature it is inapplicable.

Vendors, volunteers and student interns are required by this Department to meet Department-approved training requirements as applicable to their assignments.

308.9 TASK SPECIFIC TRAINING

Task-specific training is intended to provide the required instruction and practice for vendors, volunteers and student interns to properly and safely perform their assigned duties. Training should correspond to the assignment.

Vendors, volunteers and student interns shall be provided with the policies of the Department and procedures applicable to their assignments.

Vendors, volunteers and student interns shall receive position-specific training to ensure they have adequate knowledge and skills to complete the required tasks and should receive ongoing training as deemed appropriate by their supervisors or the authorized designee.

Training should reinforce to vendors, volunteers and student interns that they shall not intentionally represent themselves as, or by omission give the impression that they are, Juvenile Correctional Officers or other full-time members of the Department. They shall always represent themselves as vendors, volunteers or student interns.

All vendors, volunteers and student interns shall comply with the standards of conduct and with all applicable orders and directives, either oral or written, issued by the Department.

308.9.1 STATE REQUIREMENTS

The vendor, volunteer and student intern initial orientation shall include the following: safety and security issues and anti-discrimination policies.

308.10 SUPERVISION

Each vendor, volunteer and student intern must have a clearly identified supervisor who is responsible for direct management of that individual. This supervisor will be responsible for day-to-day management and guidance of the work of the vendor, volunteer or student intern and should be available for consultation and assistance.

Functional supervision of vendors, volunteers and student interns is the responsibility of the supervisor or the authorized designee in charge of their assigned duties. The following are some considerations that supervisors or the authorized designee should keep in mind while supervising vendors, volunteers and student interns:

- (a) Take the time to introduce vendors, volunteers and student interns to members on all levels.

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- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.
- (c) Make sure the work is challenging. Do not hesitate to give vendors, volunteers and student interns assignments or tasks that will utilize these valuable resources.
- (d) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

308.10.1 EVALUATIONS

Student interns may need evaluations as a requirement of their educational program.

308.10.2 FITNESS FOR DUTY

No vendor, volunteer or student intern shall report for work or be at work when the individual's judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Vendors, volunteers and student interns shall report to their supervisors any change in status that may affect their ability to fulfill their duties. This includes but is not limited to:

- (a) Driver's license.
- (b) Arrests.
- (c) Criminal investigations.
- (d) All law enforcement contacts.

308.11 INFORMATION ACCESS

Volunteers and student interns should not have access to or be in the vicinity of criminal histories, investigative files, or information portals. Unless otherwise directed by a supervisor, the duties of the position, or Department policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized members shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by Department policy and supervisory personnel.

A vendor, volunteer or student intern whose assignment requires the use of, or access to, confidential information will be required to be fingerprinted and have the fingerprints submitted to the California Department of Justice to obtain clearance. Vendors, volunteers and student interns working this type of assignment shall receive training in data practices and shall be required to sign a CLETS Employee/Volunteer Statement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the vendor, volunteer, or student intern is grounds for immediate dismissal and possible criminal prosecution.

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or

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maintain that they represent the Department in such matters without permission from the proper Department personnel.

308.11.1 RADIO AND DATABASE ACCESS USAGE

The supervisor or the authorized designee shall ensure that radio and database access training is provided for vendors, volunteers, and student interns whenever necessary.

308.12 EQUIPMENT

Any property or equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a vendor, volunteer or student intern shall remain the property of the Department and shall be returned at the termination of service.

308.13 TERMINATION OF SERVICES

If a vendor or volunteer is the subject of a personnel complaint or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy. If a student intern is the subject of or is involved in an internal investigation, the coordinator of the educational program that sponsors the intern should be notified.

Vendors and volunteers are considered at-will and may be removed from service at the discretion of the Chief Probation Officer or the authorized designee, with or without cause. Vendors and volunteers shall have no property interest in their continued appointments. Vendors and volunteers may resign from service with the Department at any time. It is requested that vendors and volunteers who intend to resign provide advance notice and a reason for their decision.

308.14 ISSUED DATE

- 02/18/2022